

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

JOHN PROKOP,)	CASE NO.
)	
Plaintiff,)	JUDGE:
)	
vs.)	
)	
CROSSCOUNTRY MORTGAGE, LLC,)	
)	
Defendant.)	
)	
)	

NOTICE OF REMOVAL

Defendant CrossCountry Mortgage, LLC. (“CrossCountry”) gives notice of the removal of this Action from the Court of Common Pleas in Lake County, Ohio to the United States District Court for the Northern District of Ohio, Eastern Division. In support of this Notice of Removal, CrossCountry states as follows:

PROCEDURAL STATUS OF CASE

1. On November 1, 2022, Plaintiff John Prokop commenced a civil action (the “**Action**”) in the Court of Common Pleas in Lake County, Ohio (the “**State Court**”) bearing the caption “*John Prokop v. CrossCountry Mortgage LLC.*” Case No. 22CV001431. The Complaint and Summons attached hereto as “**Exhibit A**” were filed in the Action in State Court.

2. On November 3, 2022, CrossCountry was served with a copy of the Complaint and Summons in the State Court Action.

3. At the time of filing this Notice of Removal, CrossCountry has not filed an Answer to Plaintiff’s Complaint or otherwise appeared in the Action in State Court.

BASIS FOR FEDERAL QUESTION JURISDICTION

4. Plaintiff's Complaint alleges a cause of action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 ("FDCPA"). Removal of Plaintiff's claim under the FDCPA to this Court is proper under 28 U.S.C. § 1441(a) because this Court has original jurisdiction over FDCPA claims pursuant to 28 U.S.C. § 1331 (federal question jurisdiction).

5. This action may be removed to this Court by CrossCountry pursuant to 28 U.S.C. § 1441(a), as amended, because this action is a civil action of which the United States District Courts have original jurisdiction under 28 U.S.C. § 1331.

PROPRIETY OF REMOVAL

6. Pursuant to 28 U.S.C. 28 U.S.C. § 1441(a), the State Court Action is properly removable to this Court because it is within this Court's district and division. Further, all process, pleadings, and orders that have been filed in the State Court Action are attached.

7. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely because it is filed within thirty days after receipt by CrossCountry.

8. Pursuant to 28 U.S.C. § 1446(d), a true and correct copy of this Notice of Removal has or will timely be filed with the State Court, and a written notice of this removal has been served on Plaintiff. The Notice of Removal filed in the State Court Action is attached as **Exhibit B.**

9. CrossCountry reserves all defenses, including but not limited to, those under Fed. R. Civ. P. 12(b) and does not waive said defenses by the filing of this Notice of Removal.

WHEREFORE, CrossCountry respectfully requests that this Action be removed from the Court of Common Pleas Lake County, Ohio to the United States District Court for the

Northern District of Ohio, Eastern Division, and that all proceedings hereinafter in this matter take place in the United States District Court for the Northern District of Ohio, Eastern Division.

Respectfully submitted,

SUTTER O'CONNELL

/s/Kevin W. Kita
Kevin W. Kita (0088029)
1301 East 9th Street
3600 Erieview Tower
Cleveland, Ohio 44114
(216) 928-2200
Fax: (216) 928-4400
Email: kkita@sutter-law.com

Attorney for Defendant CrossCountry Mortgage, LLC.

CERTIFICATE OF SERVICE

I hereby certify that, on November 30th, 2022, a copy of the foregoing *Notice of Removal* was filed electronically, and a copy is being served upon the following Plaintiff by regular United States mail, postage prepaid:

John Prokop
2850 S. Ridge Road
Perry, OH 44081
Pro Per Plaintiff

/s/Kevin W. Kita
Kevin W. Kita (0088029)

EXHIBIT A

SUMMONS
COURT OF COMMON PLEAS
LAKE COUNTY OHIO

JOHN PROKOP

Plaintiff

VS.

Case Number: **22CV001431**

Judge JOHN P. O'DONNELL

CROSSCOUNTRY MORTGAGE LLC et al

Defendant

To the following named DEFENDANT(S):

CROSSCOUNTRY MORTGAGE LLC
6850 MILLER RD
BRECKSVILLE OH 44141

You have been named a Defendant in a complaint filed in the Lake County Court of Common Pleas, Lake County Courthouse, Painesville, Ohio. A copy of the complaint is attached hereto. The name and address of the plaintiff's attorney is:

You are hereby summoned and required to do the following:

1. **Within 28 days after service of this Summons upon you, serve a copy of an Answer to the Complaint on the Plaintiff's Attorney or on the Plaintiff, if he/she has no attorney of record;**
2. **Within 3 days after you serve the Plaintiff or the Plaintiff's Attorney, file an Answer with your original signature with the Lake County Clerk of Court.**

Calculations of time are exclusive of the day of service.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

Faith Andrews
Clerk, Court of Common Pleas
Lake County, Ohio
25 N. Park Place
Painesville OH 44077

By CRAIG ANDERSON
Deputy Clerk

November 2, 2022

CROSSCOUNTRY MORTGAGE LLC. AGENT C T CORPORATION SYSTEM 4400
EASTON COMMONS WAY, SUITE 125 COLUMBUS OH 43219

Filing # 89142 / 22CV001431 / O'DONNELL, JOHN P.

Lake Co Common Pleas Court, Clerk Faith Andrews 11/01/2022 11:47 AM

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

Case No. _____

John Prokop,
2850 s ridge rd. **Pro Per Plaintiff.**
Perry, OH 44081
v.
CROSSCOUNTRY MORTGAGE LLC.,
6850 Miller Rd. **Defendant.**
BRECKSVILLE, OH 44141

complaint

Agent

CT Corporation System
4400 Easton Commons Way Suite 125

columbus, OH 43219 Claimant, John Prokop (hereinafter referred to as "Plaintiff"), hereby file(s) this, via Pro

Per submission their Verified Complaint for Damages with Demand for Trial by Jury against
Defendant CROSSCOUNRTY MORTGAGE LLC. (hereinafter referred to as "Defendant" or
"Defendants"), and in support of the claims herein state as follows:

1. This is an action for money damages in excess of \$15,000.
2. At all times material to this lawsuit. Plaintiff was a resident of Lake County, Ohio
3. At all times material to this lawsuit. CROSSCOUNTRY MORTGAGE LLC. was doing business in Lake County, Ohio.
4. All acts necessary or precedent to bringing of this lawsuit occurred or accrued in Lake County, Ohio.
5. This Court has jurisdiction.

GENERAL FACTUAL ALLEGATIONS

6. Defendant claims the Plaintiff owes the Defendant an alleged debt.
7. The Defendant is subject to follow Title 15 USC 1692.
8. On 9/12/2022 documents were served via registered mail demanding strict proof that the defendant validate the alleged debt they claim is owed pursuant to (FDCPA) Title 15 U.S.C. 1692.
9. A copy of all the documents served on defendant via registered and certified mail from 9/02/22-10/07/22 attached as exhibit 1-4.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

This is a legal permanent fixture and part of every page of this CLAIM PETITION in this Court of Record in Exclusive Common Law of England that shall be read and considered in every COURT pursuant to all Laws. NON-ASSUMPTIVE, WITHOUT RE COURSE, UCC 1-103.6.

BY:



10. Pursuant to FDCPA defendant had 30 days to validate the alleged debt.
11. Defendant violated the Fair Debt Collection Practices Act by failing and refusing to provide any proof of validity of the defendants claim to the alleged debt in the time required by law.
12. Under the truth and lending act pursuant to 15 USC 1601-1667j (full disclosure), the Plaintiff has the right to know who the true party of interest is in this alleged debt.
13. Plaintiff sent another 3 more mailings to defendant via certified mail return receipt as a good faith attempt to validate and settle this dispute outside of court.
14. Defendant had another 30 days to validate the alleged debt and failed to comply with the law.
15. Copy of all documents served to the defendant for the second time attached as exhibit 5-7
16. In all attempts defendant failed and refused to produce any proof that the defendant is the holder in due course.
17. As a direct and proximate result of the defendants deceptive and unfair practices violated the plaintiff's common law rights codified pursuant to Interstate Law/Compact entitled the uniform commercial code (UCC).
18. Therefore the plaintiff suffered damages.

COUNT ONE: FDCPA VIOLATION 1

19. Plaintiff realleges and restates the forgoing jurisdictional allegations and general factual allegations.
20. On 9/12/2022 documents were served via registered mail demanding strict proof that the defendant validate the alleged debt they claim is owed. Per FDCPA Title 15 U.S.C. 1692.
21. Defendant violated the Fair Debt Collection Practices Act by failing and refusing to provide any proof of validity of the defendants claim to the alleged debt owed by the plaintiff in the time required by law.
22. As a direct and proximate result of the defendants violation of the FDCPA the Plaintiff suffered damages to the extent of the original amount of the alleged debt.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



WHEREFORE Pro Per Plaintiff demands judgement for money damages against CROSCOUNTRY MORTGAGE LLC. Together with such other and further relief as the court may deem reasonable and just under the circumstances.

COUNT TWO: FDCPA VIOLATION 2

23. Plaintiff realleges and restates the forgoing jurisdictional allegations and general factual allegations.
24. Plaintiff asked defendant for validation of the alleged debt
25. Pursuant to 15 USC 1692 if a debt that is in dispute the collector must cease collections until this matter is resolved
26. Defendant violated the FDCPA by continuing to pursue this debt illegally without validating it.
27. Copy of mortgage statement in attempts to collect on debt while invalidated exhibit 8
28. As a direct and proximate result of the defendants violation of the FDCPA the Plaintiff suffered damages to the extent of the original amount of the alleged debt.

WHEREFORE Pro Per Plaintiff demands judgement for money damages against CROSCOUNTRY MORTGAGE LLC. Together with such other and further relief as the court may deem reasonable and just under the circumstances.

COUNT THREE: FDCPA VIOLATION 3

29. Plaintiff realleges and restates the forgoing jurisdictional allegations and general factual allegations.
30. Plaintiff asked Defendant for validation of the alleged debt
31. Defendant continued to try and collect on alleged debt without validation.
32. Defendant violated the FDCPA by using threats of adverse credit reporting, late fees, and foreclosure.
33. Copy of defendants letter using threats. Exhibit 9
34. As a direct and proximate result of the defendants violation of the FDCPA the Plaintiff suffered damages to the extent of the original amount of the alleged debt.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



WHEREFORE Pro Per Plaintiff demands judgement for money damages against
CROSSCOUNTRY MORTGAGE LLC. Together with such other and further relief as the court
may deem reasonable and just under the circumstances.


John Prokop
Pro Per Plaintiff

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

Case No. _____

John Prokop,
Pro Per Plaintiff.

v.
CROSSCOUNTRY MORTGAGE LLC.,
Defendant.

VERIFICATION OF CLAIM

STATE OF OHIO

COUNTY OF LAKE

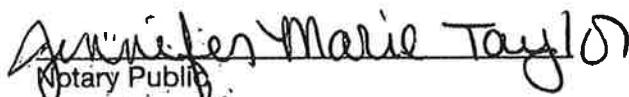
BEFORE ME personally appeared John Prokop who, being by me first duly sworn and
identified in accordance with Ohio law, deposes and says:

1. My name is John Prokop, Pro Per Plaintiff herein.
2. I have read and understood the attached foregoing complaint filed herein, and each fact
alleged therein is true and correct of my own personal knowledge.

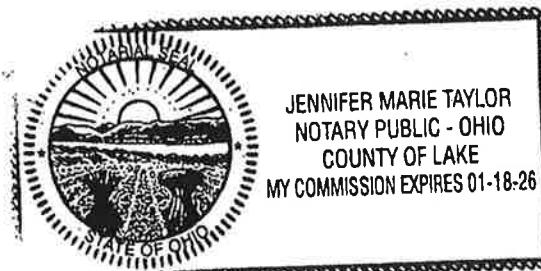
FURTHER THE PRO PER PLAINTIFF SAYETH NAUGHT.


John Prokop, Pro Per Plaintiff

SWORN TO and subscribed before me this 1st day of November 2022.


Jennifer Marie Taylor
Notary Public

My commission expires:



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BY:



Issuer and Location:
 Jessica Marie Amato a nontaxpayer as defined by statute
 c/o 2850 S Ridge Rd.
 Perry, Ohio Near [44081]
 Non-Domestic Without the United States

"I Promise To Pay
 And Pledge to Bearer
 or to The Order of: CROSSCOUNTRY MORTGAGE WITHOUT RECOEURSE"

Amount Of Obligation: TWO HUNDRED NINETY THOUSAND DOLLARS IN CERTIFIED CREDIT BY A
 NONTAXPAYER AT PAR

Void Where Prohibited by Law, Statute or Code

INTENTIONS: The above United States government obligation is hereby accepted and acknowledged for value received and consideration and I do assign and pledge the total value of the obligation to the United States of America through the United States Department of the Treasury to be redeemed for value and receivable at the Federal Reserve, the Federal Reserve Bank, and /or any member bank and/or National Association as prescribed by statute (the act of March 9, 1933; the act of May 12, 1933; 12 USC 411; 18 USC 8; UCC 1-308; 3-419; 31 U.S.C. §3123, 31 U.S.C. §5103 and 5118, 5 U.S.C. 1602, UCC 3-104, 3-311 and the Securities Act §2(1), 3(a)(3), 1 and the intentions of the United States Congress concerning THE CURRENT SERIOUS NATIONAL EMERGENCY) for setoff and discharge, and credited to grantors account.

Amount: \$290,000.00

Redeem In Lawful Money (12 USC section 411)



Autograph: _____

"As Good As Aval" by Authorized Representative
 Without Recourse

UCC 3-402(b) (1)

Memo: Discharging Of Government Obligations

So the remedy provided by government obligations is 12 USC 411, and I elect to use such a remedy.
 Please see attached instructions

JURAT AND OATH

State: of New York

Suffolk County

On the 24th day of August, Two Thousand 22, before
 me, Kelly McCrary, a Notary Public, personally appeared, De Jure; Name, personally
 known to me (or proved to me on the basis of satisfactory evidence of identification) to be one of the people whose
 name is subscribed to the within instrument(s) and acknowledged to me that s/he executed the same in his
 authorized capacity, and that by his/her autograph on the instrument as one of the people or the entity upon behalf of
 which the person acted, executed that instrument.

Signature: Kelly McCrary

RECORDED IN LAKE COUNTY
 Notary Public, State of Ohio
 My Commission Expires: 8/26/25

Witnessed, my hand and official seal.

Exhibit

1 - 1

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:

John Doe
123 Main Street
Anytown, USA 12345



Date: August 25, 2022

J-2
Jessica Marie Amato, a nontaxpayer as defined by statute
c/o 2850 S Ridge Rd
Perry, Ohio Republic Near [44081]
Non-Domestic Without the United States

VIA REGISTERED MAIL RETURN RECEIPT# RE 674 531 299 US

ATT: Ron Leonhardt CEO
CROSSCOUNTRY MORTGAGE,LLC
6850 Miller Rd.
Brecksville, OH 44141

Terms, Conditions And Instructions to Tender Payment

Notice to Agent is Notice to Principal.
Notice to Principal is Notice to Agent

Silence is Acquiescence, Agreement, and Dishonor

NOTICE: This document is not intended to threaten, harass, hinder or obstruct any lawful operations.
It is for the purpose of obtaining lawful and legal remedy as is provided by law
and tendered with honorable intent.

RE: Account # 1462970540

To whom it may concern:

Enclosed find Promissory Note No.: 1201 made out to CROSSCOUNTRY MORTGAGE to discharge the above referenced account for settlement and closure.

This attached Negotiable Instrument is presented under the authority of UCC 3-104(c), Spencer v. Sterling Bank, 63 Cal Ap. 4th 1055 (1998), Guaranty Trust Co. Of NY v. Henwood et al, 307 U.S. 247 (FN3), the Within Negotiable Instruments, Vol. III (including 2006 Supplement) on the Undersigned's UCC Contract Trust Account. "The entire taxing and monetary systems are hereby placed under the U.C.C." (Uniform Commercial Code) - The Federal Tax Lien Act of 1966.

Tender in payment to be paid from the Account and Security Obligations of the United States presented in terms of the Negotiable Instruments Act of 1881, Public Law 73-10, Chapter 48, 48 Stat 117, 31 U.S.C. §3123, 31 U.S.C. §5103 and 5118, 18 U.S.C. §8, 5 U.S.C. 1602, UCC 3-311 and the Securities Act §2(1), 3(a)(3), 1 for setoff & discharge.

You are hereby notified that I do hereby tender payment for the above-referenced obligation of that, and because it concerns property of the United States it is deemed by law and operation of Statute to be a government obligation and must be handled in accord with the dictates of Statute. I accept the obligation on behalf of the

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BY: 



1-3

United States of America and hereby make assignment of the obligation of the United States Treasury Department on behalf of the United States of America as authorized by statute. You are to present the item remittance coupon to the United States Department Of Treasury or any Federal Reserve Bank to include any Federal Reserve member Bank to redeem the value of the obligation.

As per terms of the contract this Shall Serve as my notice of change in terms of the contract, canceling and or suspending any acceleration penalties and staying the US government debt obligation for value through acceptance pledging an assignment in full "Since March 9th 1933 The United States has been in A State of Declared National Emergency"

12 us code 411: Issuance to Reserve Banks; Nature of Obligations; Redemption

The said note shall be an obligation of the United States and shall be receivable by all national and member banks and Federal Reserve Banks and for all taxes, customs and other public dues. They shall be redeemed in lawful money on demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve Bank.

(Dec. 23, 1913 chap. 6 16(par). 38 Stat 265 Jan 30, 1934ch 6,9 2(b)(1);48 stat. 337 Aug. 29, 1935 chap. 616 title II 48 stat 794)

To provide for cooperation by the federal government with the several States and territories in the District of Columbia relieving the hardship and suffering caused by (sec.,4(a)). Out of the funds to provide the necessities of life to persons in need as a result of the present emergency, and or to their dependents whether resident, transient or homeless. - The Federal Emergency Relief Act of 1933 approved May 12th 1933 (sec.4)(a).

The ownership of property is in the state.

Under the new law, government obligations are backed by the credit of the nation. It will represent a mortgage on all the homes, and other property of all the people of animation. Senate document number 43 3rd Congress first session Congressional Record May 9th 1933 on hjr 1491 page 83

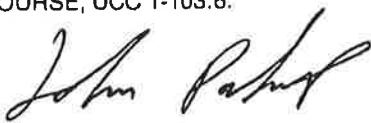
This NOTE shall be paid discharge and recoupment of said claimed debt as presented tender in payment. 40 stat 111, §7(e). Said claimed debt shall be canceled with account closure and full recoupment with this renegotiation original debt NOTE. Presentment of this instrument in payment shall be full set off, discharge, recoupment, and account closure of Consumer Creditor, creator, maker, Presumed Debtor, claimed debt or tax assessment. This presentment shall nullify, and void original county recorded debt security with this NOTE in payment and full faith & credit issued to original lender, assignee, agent or Trust upon any communication. I hereby give permission to the HOLDER and/or the HOLDER IN DUE COURSE of this Promissory Note to use this NOTE in any way necessary as a negotiable instrument to be financially traded on whereas such trade shall terminate the obligation herein.

Failure to follow these terms and conditions, original Lender, assignees, claimant, investor, bearer, or IRS has accepted this NOTE as a negotiable instrument as tender in payment of said debt and shall balance Lender Debits and Credits accounting bookkeeping books ledgers under GAAP & FASB.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



1-4 *BS*

Claimed debt is to be collected from Account and Security Obligation of the United States due to the American people via the TREASURY DEPARTMENT from the account and security obligations of the United States.

Please send receipt for discharge to the address above within 3 days of deposit.

As everyone should know, lawful money was removed from our economy by congress in 1933 by HJR 192 (House Joint Resolution) and replaced with negotiable instruments. These negotiable instruments are considered as legal tender on the same par and category as federal reserve notes. They represent a mortgage on all the homes and personal property of all the American people. This mortgage was placed without proper legal authorization by congress and the supreme court required that a remedy had to be given to the American people who were principals and sureties for the national debt. This remedy is to discharge debt for the people who demanded it. **We the People were made private bankers according to the law with the authority to issue notes to discharge lawful debts.** This must remain in effect until lawful money and the property is returned to We the People without any encumbrances.

HJR 192: "Now, there-fore be it. Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts."

LEGAL TENDER DEFINED

Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201(24) (Official Comment); "The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

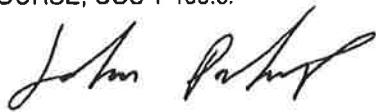
In light of the holding of Guaranty Trust Company vs. Henwood, 307 U.S. 247 (1939), a Federal US court of appeals ruled on Title 31 USC 5118. As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. Requirement of repayment of debt is against Public Policy, since legal tender was not loaned [nor in circulation] they can not demand payment in any [particular] form of coin or currency or legal tender and repayment [or payment] need only be made in equivalent kind: A negotiable instrument.

Public Law 73-10 and Title 31 USC 5118 prohibits Banks/creditors from demanding any specific specie of payment. All Banks must process lawful United States currency. Failure to do so is "interference with commerce", a felony under the RICO ACT, 18 USC 1951. If you believe you have a lawful reason to "Dishonor" this negotiable instrument you must return it to the Agent above with lawful reason(s) fully stated and cited, sworn under your unlimited liability. Failure to provide lawful reason(s), or to misdirect this instrument, is grounds for a complaint to the FTC under the FDCPA (Fair Debt Collection Practices Act), 15

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BY:



1-5

USC 1692a1. It is your duty to honor this instrument for payment, to know, abide by and operate under the law. 18 USC 8 applies. Commercial instruments are legal tender for the payment of debt in accordance with 31 USC 5118 and other statutes/code. Failure to process and credit the intended account will result in a request of the Postal Inspectors office to investigate and audit the accounts balance sheet, and file IRS Form 3949A Information referral to the CID (Criminal Investigation Division) of the IRS.

The UCC (Uniform Commercial Code) defines a negotiable instrument as an unconditioned writing that promises or orders the payment of a fixed amount of money. To be considered negotiable an instrument must meet the requirements stated in Article 3.

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS § 3-104. NEGOTIABLE INSTRUMENT.

- (a) "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money
- (b) "Instrument" means a negotiable instrument.

FRN's WORTHLESS

The Federal Reserve Bank in its booklet; MODERN MONEY MECHANICS page 3, states; "In the United States neither paper currency nor deposits have as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries."

The "giving a (federal reserve) note does not constitute payment." See Echart v Commissioners C.C.A., 42 Fd2d 158.

The use of a (federal reserve) 'Note' is only a promise to pay. See Fidelity Savings v Grimes, 131 P2d 894. Legal Tender (federal reserve) Notes are not good and lawful money of the United States. See Rains v State, 226 S.W. 189.

That (federal reserve) 'Notes do not operate as payment in the absences of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 2 S.E. 2d 766.

"Federal Reserve Notes are valueless." See IRS Codes Section 1.1001-1 (4657) C.C.H.).

REJECTION

California Commercial Code 3603/UCC 3-603; "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender..."

Failure to accept this Note for deposit and discharge of this debt is lawfully considered theft, fraud, conspiracy, collusion, racketeering, a denial of due process, and domestic terrorism. I believe there is no evidence to the contrary.

Otherwise, provide lawful proof of claim by presenting to me lawful document/s that show that you have the lawful authority to dishonor my Note. Failure to provide lawfully documented evidence that is certified lawful, true, and correct by notarized affidavit that is signed under penalties of the law including perjury will be default.

Failure to honor this legal tender requires you to; Surrender all public hazard bonds, corporate bonds, blanket bonds, insurance policies, CAFR funds, 401-k(s), 801k(s), retirement funds, personal wealth and properties, or any other source of revenue as needed to cure your dishonor in commerce and submit to the authorities for criminal prosecution.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:

John P. Kelly



Evidences of debt are not money and are not legal tender (checks, credit cards, lines of credit, demand deposits, credit, letters of credit, and checkbook money). Howard & Foster Co. v. Citizens National Bank of Union. 33 S.C. 202, 130 S.E. 758

Norton Grocery Co. v. Peoples' Nat. Bank, 144 S.E. 501, 151 Va 195

"Checks, drafts, money orders, and bank notes are not lawful money of the United States". State v. Neilon 73, Pac. 3211, 43 Ore. 168

"A national bank cannot lend its credit to another by becoming surety, endorser, or guarantor for him, such an act being ultra vires." Merchants Bank v. Baird 160 F. 642

SPECIAL INSTRUCTIONS

Treasury Control System (Offset Payments)

1. Non-Cash Item-Prepaid Electronic Funds Transfer Only. Debit these certified funds onto your Notes Payable General Ledger Account.
2. Sight Draft of Bankable Paper Guaranteed as Direct Obligation of the United States Government is considered Cash Money for discharge of any Private or Public Contractual claim/offer to include those that are verbal. This valuable document was written in Good Faith under the Doctrine of Necessity and tendered for Transfers by Assignment of Account to the Drawee to Render Settlement in Full Satisfaction and Closure of Entity Account 282760397 by transfer of Credit on Account.
3. This instrument is tendered in good faith in accord and satisfaction pursuant to UCC § 3-311 by Use of Instrument.
4. REDEEM IN LAWFUL MONEY – 12 USC § 411. AUTHORITY TO MAKE CREDITS OR REFUNDS – 26 USC § 6402

Memorandum of Law and Points and Authorities

Personal EXEMPTION ID 291848438 – Under Section UCC § 3-104(f) a draft [or a promissory note] is the equivalent of a check and may be securitized or monetized by direct deposit in a commercial checking, time, thrift or savings account under Title 12 of the United States code, Section 1813(L) (1) and when deposited it becomes the equivalent of money as outlined under Section 1813(L) (1). The narrow view that money is limited to legal tender is rejected under Section 1-201(24) of the UCC. It is **not** limited to United States dollars.

UCC 3-603 - Tender Of Payment (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract. (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the

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BY:



obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

31 U.S. Code § 3302 – Custodians of money (1) A person having custody or possession of public money shall deposit the money without delay in the Treasury or with a depositary designated by the Secretary of the Treasury under the law; Shall be deposited not later than the **third day** after the custodian receives the money (d) An official or agent not complying with subsection (b) of the section **may be removed from office**.

12 USC § 411 – The said notes shall be obligations of the United States and shall be receivable by all national and member banks and Federal Reserve banks. They shall be **redeemed in lawful money on demand at the Treasury Department of the United States**, in the city of Washington, District of Columbia, or at any Federal Reserve Bank. This Money Order is backed by the full faith and credit of the United States under the **obligation** of the United States as defined in **18 U.S. Code § 8 – Obligation or other security of the United States**. The term “obligation or other security of the United States” includes all bonds, national bank currency, coupons, United States notes, Treasury notes, certificates of deposit, bills, **checks**, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, **of whatever denomination**, issued under any Act of Congress, and canceled United States stamps. (See also **USC § 615** and **12 USC 95a (2)**)

Unless the original Negotiable Instrument is **dishonored in writing within 10 days** of receipt by the **Secretary of the Treasury**, Claimant's financial institution is to **release the credit** on hold to the payee (Claimant) with the time stipulated by Regulation “Z” Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be ledgered by Claimant's financial institution, TTL Department, to the designated account for the redemption of this claim (Regulation Z). This statement constitutes Drawer's order to pay this instrument upon presentment and endorsement. **UCC § 3-411- REFUSAL TO PAY CASHIER'S CHECKS, TELLER'S CHECKS, AND CERTIFIED CHECKS** (b) If the **obligated bank** wrongfully (i) refuses to pay a cashier's check or certified check, [money order] (ii) stops payment of a teller's check, or (iii) refuses to pay a dishonored teller's check, the person asserting the right to enforce the check is entitled to compensation for expenses and loss of interest resulting from the nonpayment and may recover consequential damages if the **obligated bank** refuses to pay after receiving notice of the particular circumstances giving rise to the damages. (UCC § 3-104 –Negotiable Instrument. (f) (ii) An instrument may be a check even though it is described on its face by another term, such as “**money order**”).

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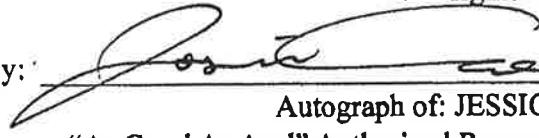
BY:



1 - 8

Failure to honor and accept this Note will result in a congressional petition & complaint to seek redress for this grievance and may potentially subject you to investigation into your illegal, unlawful and predatory banking policies, procedures & practices.

All rights reserved UCC 1-308.

By: 

Autograph of: JESSICA MARIE AMATO
"As Good As Aval" Authorized Representative UCC 3-402

Void Where Prohibited by Law, Public Policy or Statute

JURAT AND OATH

State: of Ohio

Lake County

On the 24 day of August, Two Thousand 20, before
me, Kelly M. McCarry, a Notary Public, personally appeared, John Ernest Prokop,
personally known to me (or proved to me on the basis of satisfactory evidence of identification) to be one of the
people whose name is subscribed to the within instrument(s) and acknowledged to me that he executed the same
in his authorized capacity, and that by his autograph on the instrument as one of the people or the entity upon
behalf of which the person acted, executed that instrument.

Witnessed, my hand and official seal.

KELLY McCARRY
Notary Public, State of Ohio
My Commission Expires: 11/29/25
Recorded in Lake County

Signature: 

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



1 - 9

- Registered No. RE674531299US

Reg. Fee	\$1.68
Handling Charge	\$14.60
Postage	\$3.25
Received by	\$0.00
\$19.58	
Customer Must Declare Full Value \$19.58	
<input checked="" type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance	



Domestic Insurance up to \$25,000 is included in the fee. International Indemnity is limited. (See Reverse).

OFFICIAL USE

CHARDON, OH 44024

FROM		Jessica Amato	Delivered
		2850 S Ridge Rd.	9-2-22
		Perry, Ohio 44081	11:05AM
TO		Cross Country Mortgage	
		6850 Brecksville Rd 44141	
		Brecksville, Ohio 44141	

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
 May 2004 (7530-02-000-9051) (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com



CHARDON
 150 CENTER ST
 CHARDON, OH 44024-9998
 (800)275-8777

08/27/2022

10:08 AM

Product	Qty	Unit Price	Price
First-Class Mail®	1		\$1.44
Large Envelope			
Washington, DC 20220			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Tue 08/30/2022			
Certified Mail®			\$4.00
Tracking #: 70130600000239402580			
Return Receipt			\$3.25
Tracking #: 9590 9402 6546 1028 4495 95			
Total			\$8.69
First-Class Mail®	1		\$1.68
Large Envelope			
Brecksville, OH 44141			
Weight: 0 lb 2.60 oz			
Estimated Delivery Date			
Mon 08/29/2022			
Registered Mail®			\$14.65
Amount: \$0.00			
Tracking #: RE674531299US			
Return Receipt			\$3.25
Tracking #: 9590 9402 6546 1028 4496 01			
Total			\$19.58
2c Nvjo Jwlry PSA	20	\$0.02	\$0.40
Grand Total:			\$28.67
Cash			\$40.00
Change			-\$11.33

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman), reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



1-10

Google

Sign in



Track your package

Data provided by USPS



X

Flights

Finance

Search

Tracking number Re674531299us

Delivered

September 02, 11:05AM

Brecksville, OH

The bottom peel-off portion of



[View details on USPS](#)



[Call 1-800-275-8777](#)



[Track another package](#)

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BY:



lisp

Product Tracking & Reporting



October 04, 2022

1 - 11

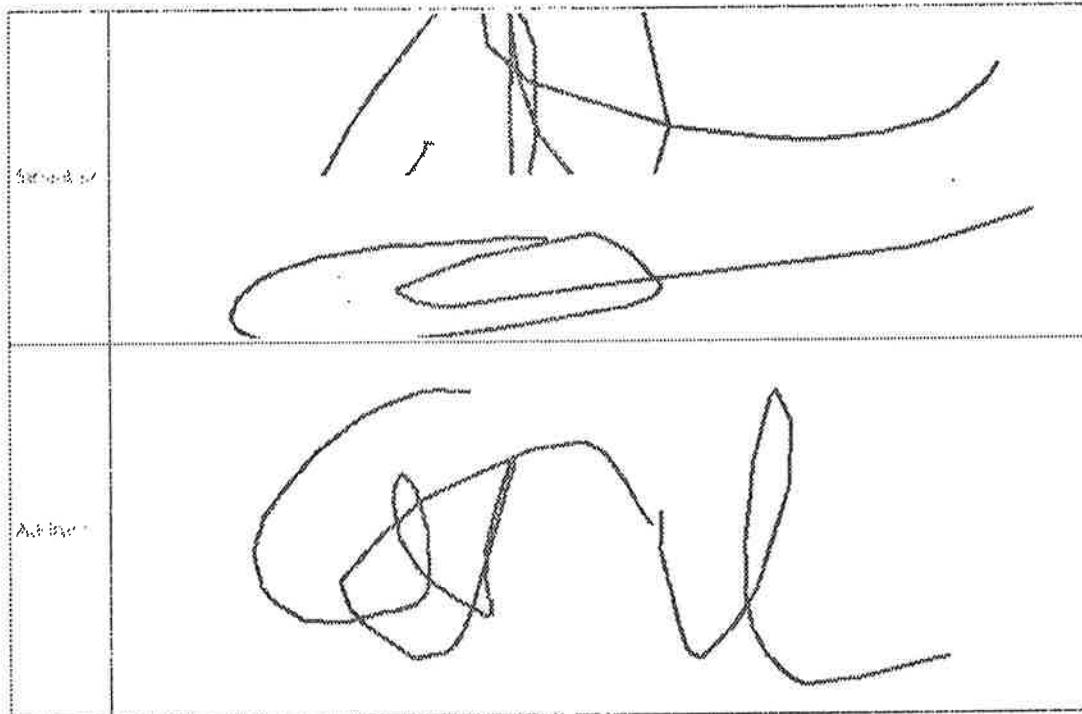
USPS Tracking Intranet

Delivery Signature and Address

Tracking Number: RE67 4531 299U S

This item was delivered on 09/02/2022 at 11:05:00

[Return to Tracking Number View](#)



(Enter up to 36 items separated by commas.)



Select Search Type:

Quick Search ▾

Submit

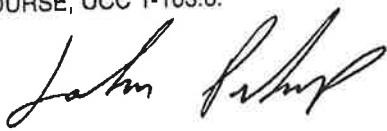
Product Tracking & Reporting, All Rights Reserved

Version: 22.4.3.0.42

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BY:



FROM:
JESSICA MARIE AMATO
2850 S RIDGE RD.
PERRY, OHIO 44081

Exhibit

Z - 1

TO:
ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE, LLC
6850 MILLER RD
BRECKSVILLE, OH 44141

Via Registered mail # RE 674 531 427 US

DATE: SEPT 1st, 2022

Account # 1462970540

Provide licensing, documents proving registration at Secretary of State, and permitting information that proves you are legally allowed to collect on. Issue and/or originate promissory notes of the In God We Trust/USA Inc., colloquially known as "dollars" from the current trustee(s) of the trust you claim you represent as an agent or principal/trustee.

If you are unable to validate this debt you agree JESSICA MARIE AMATO is a victim of identity fraud.

You are hereby in receipt of notice under the authority of the Fair Debt Collections Practices Act – FDCPA - regarding your above-referenced file number that part, or all, of the alleged debt, is DISPUTED and hereby demand validation and verification, in writing to include but not be limited to these items

1. An authentic signed, by both parties, contract between you and JESSICA MARIE AMATO and other supporting documentation that gave rise to the alleged obligation CROSSCOUNTRY MORTGAGE is claiming owed. Please be advised. **A COPY of the said Note nor an Affidavit of Loss or any other forms will not be accepted and is proof, agreement to, and evidence of "domestic terrorism."** Please send information on where this original contract is and when it can be viewed.
2. An authentic invoice for goods and/or services you provided.
3. You will prove that you are the originator and lender of the funds if you claim to be and that the In God We Trust/USA Inc. nor any other entity besides your organization originated these funds.
4. Production of the account and general ledger statement showing the full accounting of the alleged obligation you are attempting to collect from me signed and sworn by the person responsible for maintaining these records; As well as having first-hand knowledge as to their accuracy and authenticity, and able to testify under oath to that effect.
5. Under the Truth in Lending Act pursuant to 15 USC §§ 1601-1667j (full disclosure), I have a right to know who the true party of interest in this transaction is.

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BY:



2-2

6. Please also stipulate, for the record, whether or not the alleged loan has been securitized, and if so, the name and all other information of the financial instrument the alleged loan is bundled with.

7. Under US Code TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g part b), this debt is now officially in dispute. By law, all collection activities must cease until this matter is resolved. You are hereby given notice. Blatant disregard for this law is subject to fines by the FTC and is a criminal offense known as "domestic terrorism," among other criminal acts you are engaged in.

Litigation is costly for you and should be avoided. This is my good faith attempt to resolve this matter before I am forced to litigate and record Notice of Lien against CROSSCOUNTRY MORTGAGE and its assets starting with its corporate headquarters, criminal and civil complaints, etc. etc. I am willing to resolve this matter privately and civilly as to avoid burdening our courts and county recorders with this matter. Please notify me of your settlement offer in writing.

Further contact to collect on this debt after receipt of this notice without providing procedurally proper validation of the alleged debt constitutes a scheme of fraud by advancing a writing that you know or should know is false, with the intention that the courts and/or others rely on the written communication to impair or damage my personal credit rating, my reputation, my standing in the community as well as intentionally inflicting financial and emotional harm upon me which are all acts of "domestic terrorism." I take this notice, and my rights, very seriously and expect CROSSCOUNTRY MORTGAGE to do the same.

In the event that this debt is not validated by you as required by the Fair Debt Collections Practices Act, you have a legal responsibility to terminate the claim and correct any negative credit reporting which may have been made in connection with this alleged debt. You may want to obtain a legal opinion on this, but I believe that would constitute a scheme of fraud if this debt were to be resold; assuming that CROSSCOUNTRY MORTGAGE has not in fact already sold the note it is trying to collect on which would prove they had already been paid on the note they are trying to collect on, yet another scheme of fraud the employees, owners, and auditors would all be personally and professionally liable for individually and collectively as collusion for the reason of "domestic terrorism" would be easily evident.

I also will not respond to any future correspondence which is not signed or does not indicate who at your firm has sent the correspondence.

Failure to provide these items shall mean your admission that you have no legal claim and that your claim is proof of "domestic terrorism."

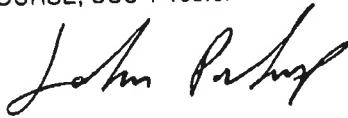
BY:

Date: 9/01/2022

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BY:



2-3

FROM:
JESSICA M. AMATO
2850 S. RIDGE RD.
PERRY, OHIO 44081

TO:
ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE
6850 MILLER RD.
BRECKSVILLE, OH 44141

DATE: SEPT 1st, 2022
VIA: Registered Mail # RE 674 531 427 US

Re: JESSICA M. AMATO Account # 1462970540

If you cannot demonstrate validation of this debt within 30 days on the Equifax, Transunion and Experian credit report noted in VALIDATION LETTER included the NOTICE AND DEMAND FOR PAYMENT included, is due. In addition, no presentment of proof of license, contractual agreement, and/or permit to regulate, issue or collect on the promissory notes of the In God, We Trust/USA Inc. has been demonstrated. This settlement offer gives two settlement options.

If an original letter is received within 30 days from CROSSCOUNTRY MORTGAGE to JESSICA M. AMATO stating full satisfaction of this debt has been met, and when the item will be corrected on credit reports and any public record where it is recorded, no further action is required on your part, and the fee due on the NOTICE AND DEMAND FOR PAYMENT is waived.

You accept any and all legal actions will move forward to recoup the fine due on the NOTICE AND DEMAND FOR PAYMENT included based on the NOTICE OF CONTRACT CHANGE included and your lack of proof of alleged debt as required and described in the included VALIDATION LETTER included for the inquiries.

BY: 

Date 09/01/2022

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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Law of England that shall be read and considered in every COURT
pursuant to all Laws. NON-ASSUMPTIVE, WITHOUT
RE COURSE, UCC 1-103.6.

BY:

URSE, UCC 1-103.6.



2-4

FROM:
JESSICA M. AMATO
2850 S RIDGE RD.
PERRY, OHIO, 44081

TO:
ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE
6850 MILLER RD.
BRECKSVILLE, OH 44141

DATE: 9/01/2022

VIA: Registered Mail # RE 674 531 427 US

Re: JESSICA M. AMATO Account # 1462970540

Since there is a contract alleged but you have not produced proof of a creditor/debtor as alleged between the parties, see included **VALIDATION LETTER**; this is notice of contract change. The contract will change to be a complete termination of that contract with final terms to that alleged contract for performance to be that there is no longer any contract between the parties and need perform no further items in performance of alleged contract.

If this notice remains unrebutted within 15 days of receipt it becomes accepted. Final performance of alleged contract requires CROSSCOUNTRY MORTGAGE to pay in full **NOTICE AND DEMAND FOR PAYMENT** included or write all credit reporting bureaus and JESSICA M. AMATO a letter within 15 days stating this debt is satisfied and will never be collected on again.

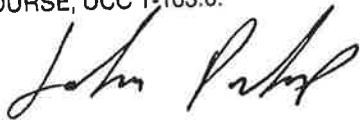
BY: 

Date: 9/01/2022

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BY:



2-5

FROM:

JESSICA MARIE AMATO

2850 S RIDGE RD.

PERRY, OHIO 44081

TO:

ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE
6850 MILLER RD.
BRECKSVILLE, OH 44141

DATE: 9/01/2022

VIA: Registered Mail # RE 674 531 427 US

Re: Account # 1462970540

Since no validation of debt occurred for the alleged debt, you have harmed and injured the person JESSICA M. AMATO to the value of the debt that is invalidated, \$279,177.53 at 20% interest, and this notice is to recoup the debt you now owe and the \$1,000.00 fine value for the FDCPA violation. That makes the total due upon receipt of \$280,177.53. A notice of lien will be recorded against any and all assets both personal and business to recoup this amount due upon receipt, \$280,177.53.

Please remit payment immediately.

BY: 

Date: 9/01/22

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BY:



2-6



MADISON
375 N LAKE ST
MADISON, OH 44057-9998
(800)275-8777

09/06/2022 03:55 PM

Product	Qty	Unit Price	Price
First-Class Mail®	1		\$1.44
Large Envelope			
Philadelphia, PA 19176			
Weight: 0 lb 1.70 oz			
Estimated Delivery Date			
Sat 09/10/2022			
Certified Mail®			\$4.00
Tracking #:			
7013060000239402597			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6546 1028 4495 88			
Total			\$8.69
First-Class Mail®	1		\$1.44
Large Envelope			
Brecksville, OH 44141			
Weight: 0 lb 2.00 oz			
Estimated Delivery Date			
Thu 09/08/2022			
Registered Mail®			\$15.25
Amount: \$5.00			
Tracking #:			
RE674531427US			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6546 1028 4496 18			
Total			\$19.94
Grand Total:			\$28.63
Cash			\$40.00
Change			-\$11.37

Every household in the U.S. is now...

Registered No. RE674531427US

Date Stamp

0721
.07

SEP - 6 2022

MADISON OH 44057
Domestic Insurance up to
\$25,000 is included in the fee.
International Indemnity
is limited.
(See Reverse).

OFFICIAL USE

To Be Completed By Post Office		Reg. Fee \$1.44	
		Handling Charge \$15.25	Return Receipt
		Postage \$3.25 \$0.00	Restricted Delivery
		Received by \$0.00	
		\$19.94	
		Customer Must Declare Full Value \$19.94	
		<input checked="" type="checkbox"/> With Postal <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal <input type="checkbox"/> Insurance	
FROM Jessica Amato 2850 S Ridge Rd Perry Ohio 44081			
TO Cross Country Mortgage 6850 Miller Rd Brecksville, Ohio 44141			

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
May 2004 (7530-02-000-9051) (See Information on Reverse)
For domestic delivery information, visit our website at www.usps.com

Delivered
9-12-22

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:

John Parker



[Handwritten signature]

2-7

CERTIFIED PROOF OF SERVICE

I, hereby Certify that on this;

the 12 day of Sept, 2022;

The Bound / Attached Affidavit was signed for Received as attested to by the attached Proof of mailing return receipt.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete Items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <u>X (John) 19</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u></u> C. Date of Delivery <u>9-12-22</u></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <u>ATT: Ron Leonhardt</u> <u>cross country mortgage</u> <u>6850 Miller Rd.</u> <u>Brecksville, ohio 44141</u> </p> <p>2. Article Number (Transfer from service label) <u>9590 9402 6546 1028 4496 18</u> <u>RE 674 531 427 US</u></p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p> <p>Domestic Return Receipt</p>			

X John Prokop
 Print John Prokop

Post Mailed in MADISON, Ohio by my hand

Witness _____

Witness _____

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BY:



Exhibit

3 - 1

FROM:

JESSICA AMATO

2850 S RIDGE ROAD

PERRY, OHIO 44081

TO:

ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE
6850 MILLER RD
BRECKSVILLE, OH 44141

DATE: 9/26/22

VIA: Certified Mail # 7013 0600 0002 3940 2665

RE: ACCOUNT NUMBER: 1462970540

This invalidated account is errant, and your company must send a notice saying the account is satisfied immediately, or sanctions will begin for your attempts to collect this account illegally. Please send information as to when this zero-balance account will be removed from the credit reports.

This is a final statement of your account. Please pay in full the amount due within 10 days or less to stop further collections that you agreed to in the last mailing you were sent. Since this is an illegally collected debt, you have harmed and injured me personally, the exact amount of this illegally collected debt. Your company now owes this amount in full to me personally.

Your prompt payment is appreciated. Please remit payment in full as shown on the enclosed Notice of Lien immediately or send the letter saying the account has been satisfied in total, and no further payments are required for this illegally collected debt.

BY:


Date 9-26-22

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



FROM:

LEONICIA AMATO

2820 S RIDGE ROAD

BERRY, OHIO 44087

TO:

ATT: RON LEONHARDT

CROSSCOUNTRY MORTGAGE

8820 MILLER RD

BRECKSVILLE, OH 44141

DATE: 11/26/22

AIA: Certified Mail # 2073 0800 0005 3940 2685

RE: ACCOUNT NUMBER: 146230540

This is to certify and account is being sent and your company must send a copy of the account to the following address:
CrossCountry Mortgag
8820 Miller Rd
Brecksville, OH 44141
Please send information as to when this late-charge occurs to the credit reporting agencies.

This is to further certify to you that this amount due within 30 days or less to stop further collection that you will be sent a notice of this amount due within 30 days of this notice. Since this is an illegal collection debt, you have the right to dispute this amount of this illegal collection debt. You owe company this amount to the best of my knowledge.

Your property is being held in satisfaction. Please remit payment in full as shown on the enclosed notice of legal judgment or send the letter showing this account has been paid in full and no further payments are required for this illegal collection debt.

0150



FROM:

3-2

JESSICA AMATO
2850 S RIDGE ROAD
PERRY, OHIO, 44081

TO:

ATT: RON LEONHARDT
CROSSCOUNTRY MORTGAGE
6850 MILLER RD
BRECKSVILLE, OH 44141

DATE: 9/26/22

VIA: Certified Mail #7013 0600 0002 3940 2665

Notice of Lien is due in the amount of \$278,647.07 at 4 % interest within 10 days for no interest to accrue, additional fees or further collection actions to follow.

Please remit payment immediately.

BY:  Date 9-26-22

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY: *John Parker*





Sign in



Track your package
Data provided by USPS



ks Flights Finance Search

Tracking number 70130600000239402665

**Delivered** September 26, 11:39AM
Brecksville, OH

er · The bottom peel-off portion of



View details on USPS



Call 1-800-275-8777



Track another package



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BY:



Exhibit

4-1

JESSICA AMATO
2850 S RIDGE RD.
PERRY, OH 44081

10/04/2022

CROSSCOUNTRY MORTGAGE
6850 MILLER RD.
BRECKVILLE, OH 44141

Re: 1462970540

Certified Mail #7013 0600 0002 3940 2696

15 Day DEMAND TO DISCHARGE MORTGAGE

NOTICE TO CURE DEFAULT

Dear Sir:

ACCEPTANCE OF FINANCIAL INSTRUMENT

On 09/02/2022 you received and accepted an EFT instrument #1201 for \$290,000.00 to pay off and discharge the loan. According to Mr. Geva, an expert on commercial instruments and Harvard Business professor said: "As long as the beneficiary's bank has not timely rejected the payment order, acceptance under section 4A 209(b)(3) is at the opening of the next funds-transfer business day if, at that time, the amount of the sender's order is fully covered by a withdrawable credit balance in an authorized account of the sender or the bank has otherwise received full payment from the sender. That is, cover at the time debt is posted is irrelevant; what counts is the state of the account at the opening of the next funds transfer business day." Benjamin Geva PAYMENT FINALITY AND DISCHARGE IN FUNDS TRANSFERS Osgoode Law York University, 2008 Chicago-Kent Law Review, Vol. 83, No. 2, pp. 633-675, 2008

The records show that CROSSCOUNTRY MORTGAGE never did timely reject the payment order, as they had 24 hours to do so, or before 09/03/2022, the opening of the next funds transfer business day. They did not send any notice of dishonor to me by certified mail, dated on 09/03/2022, signed by a representative of the bank to constitute legal correspondence to show there was any legal defect in the instrument with any instructions to correct. Nor did they send any notice at any time to me in the manner prescribed by law, signed by someone at the bank, much less under oath. So acceptance of the EFT happened by CROSSCOUNTRY MORTGAGE on the morning opening of 09/03/2022 the next banking day. Even though CROSSCOUNTRY MORTGAGE was paid in full, they can't argue now any irrelevant points such as: the funds were written off of a closed account, or that cover at the time was not there, or that they don't accept a restricted endorsement on an instrument. What only counts is the state of the account at the morning opening on 09/03/2022 and the status then was the EFT was accepted and paid.

FINALITY OF PAYMENT AND CLOSURE

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



On page 653: we read: "In connection with a non-cash payment through the banking system, "finality of payment" has acquired diverse meanings. In the sense it has come to denote the irreversibility of the payment process. Otherwise, it has been taken to signify the loss of the right to recover a mistaken payment. Finally it has been used to mark the accountability to the payee/beneficiary by a bank instructed to pay to that payee/beneficiary." In this third sense there is a discharge of an obligation paid by means of the "funds transfer". "Discharge" is the satisfaction of the liability or debt in payment of which the funds transfer is made." On page 640 we read: "Final payment" happens under Section 4-215(a) upon the occurrence of the first among the following three milestones (in the form of actions) taken by a payor bank: (1) payment in cash (ii) settlement for the check" without having the right to revoke the settlement, or (iii) a temporary settlement for the check followed by the failure to revoke it in a timely and proper manner.

On Page 635 we read: "Conditional payment is not available in a credit transfer." Page 661: "It is thus the "unfettered and unrestricted" right to the use of the funds, effectively arising upon what is referred to in this article as payment finality that discharges the debt paid by credit transfer as the equivalent of the deposit of cash to the account."

TIME ALLOWED TO RELEASE LIEN [UTAH LAW 57-1-38 (3)]

After the debt has been discharged, the trustee must send a reconveyance of the title and the mortgage lien discharge within 90 days. After 90 days the bank is in default of their legal responsibilities and penalties are affixed. See: <http://tinyurl.com/9zp8lpr> Penalty: A secured lender or servicer who fails to release the security interest on a secured loan within 90 days after receipt of the final payment of the loan is liable to another secured lender on the real property or the owner or titleholder of the real property for:

- the greater of \$1,000 or treble actual damages incurred because of the failure to release the security interest, including all expenses incurred in completing a quiet title action; and
- (b) reasonable attorneys' fees and court costs.

FORECLOSURE NOT POSSIBLE

"A tender of the proper amount due, even if rejected, extinguishes the lien and precludes foreclosure" (See, e.g. *Winnett v. Roberts*, *supra*, 179 Cal App. 3d 909, 902, *Lich tv. Whitney*, *supra*, 80 Cal. App 2d 696, 701; see also Code Civ. Proc. SS 2074.)

Sobel v. Mutual Development Inc., 313 So. 2d 77 Fla. 1st DCA 1975) confirmed: "A mortgage is a mere incident of, and ancillary to, the note or other obligation secured thereby, and an assignment of the pledge of the mortgage without an assignment of the pledge of the note or obligation secured thereby, creates no right in the assignee or pledge." Put simply, since the promissory note is fully paid off, there is no secured interest anymore that [LENDER] has or that they can assign.

When there is no secured interest in the property, CROSCOUNTRY MORTGAGE does not have the legal ability to foreclose. In other words, "legal standing" is necessary to foreclose. See: *Jeff-Ray Corp. v. Jacobson*, 566 So. 2d 885, 886 (Fla. 4th DCA 1990). Also see: *Boyko* decision in Ohio 2007 The complete decision is found here: <http://tinyurl.com/9qdct66>

Carpenter v. Longan, 83 U.S. 271, 274-75 (1872) declared: "The note and mortgage are inseparable, the former as essential, the latter an incident.

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BY:

John P. Pugh



An assignment of the note carries the mortgage with it, while an assignment of the mortgage alone is a nullity." Orman v. North Alabama Assets Co. 204 F. 289, 293 (N.D. Ala. 1913); Rockford Trust Co. v. Purtell, 183 Ark. 918 (1931).

"It is the debt and not the mere evidence which is secured." Drake Lumber Co. v. Semple, 100 Fla. 1757, 130 S. 577, 581 (1930).

CROSSCOUNTRY MORTGAGE can't even assign this loan anymore because under common law generally, the transfer of a mortgage without the transfer of the obligation it secures renders the mortgage ineffective and unenforceable in the hands of the transferee." Restatement (third) of Property Mortgages) Sec. 54 cmt. E (1997) In other words, in general a mortgage is unenforceable if it is held by one who has no right to enforce the secured obligation.

"When a note is split from a deed of trust "the note becomes, as a practical matter unsecured." Restatement (Third) of Property (Mortgage) Sec. 5.4 cmt. A (1997). Additionally, if the deed of trust was assigned without the note, then the assignee, having no interest in the underlying debt or obligation has a worthless piece of paper. The note cannot be assigned since it's paid off.

Without any evidence tending to show it has an interest in the Note anymore, Wells Fargo has shown no right to enforce the Mortgage securing the Note. Without these rights, Wells Fargo does not qualify as a real party in interest to show a claim to the property.

"In the context of a claim objection, both the injury-in-fact requirement of constitutional standing and the real party in interest requirement of prudential standing hinge on who holds the right to payment under the Note and hence the right to enforce the Note." In re Weisband, 427, B.R. 13, 18-19 (Bankr. D Ariz. 2010). See Also U-Haul, 793, F.2d at 1038 (holding that real party in interest is the "party to whom the relevant substantive law grants a cause of action").

In other words, CROSSCOUNTRY MORTGAGE must be a person entitled to enforce the Note in order to qualify as a creditor entitled to file a proof of claim. That claim falls short because the note has been paid off through their acceptance of the EFT. In re: Howard Richard Veal, Jr. and Shelli Ayesha Veal, Appellants v. American Home Mortgage Serv. Inc., Wells Fargo Bank, Appellees (June 2011).

DEMAND TO FOLLOW LAW

Pertaining to Account # 1462970540, this is your official demand and last notice by me to discharge the mortgage lien on the public records within 15 days. If you ever sell this account to a collection agency, damage my credit report with late pays, or attempt to foreclose on my property without granting me a right to a trial by jury, (7th amendment to bill of rights), I guarantee you that I will file a Title 42 civil rights claim in Federal Court for numerous felonies and millions of dollars citing violations of the law by your entity, and also personally including you in the lawsuit as a Defendant, so don't even consider such behavior which will be a violation of your oath of office. Violation of your oath of office is tantamount to treason and sedition in the law.

You must also send me the original promissory note back, stamped paid in full, and change all late pays on my three credit reports to a positive status reading: "Paid in full" and "paid as agreed", otherwise, you can expect to be sued in Federal Court.

Sincerely,
John Prokop-Trustee

John Prokop - Trustee

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BY:



4-4

John Prokop-Trustee
2850 S. Ridge Rd.
Perry, Ohio 44081

CROSSCOUNTRY MORTGAGE
Attention: RON LEONHARDT
6850 MILLER RD
BRECKSVILLE, OH 44141

Re: ACCOUNT # 1462970540
Cert. Mail # 7013 0600 0002 3940 2696

To Whom It May Concern:

Date: OCT 4, 2022

CROSSCOUNTRY MORTGAGE, N.A., authorized representative of CROSSCOUNTRY MORTGAGE, N.A., their successors or assigns is hereinafter "Collector", also referred to as "you", "your", "company", etc. "Equifax", "Experian", "TransUnion", "all credit reporting agencies" is hereinafter "Credit Reporting Agency" or "CRA". The Affiant is "John Prokop-Trustee", the living man, also referred to by using "I", "me" or "my", etc.

You are being noticed that you are in default. This has been a good faith attempt on my part to settle this debt dispute administratively. I am not attempting to defraud you in any way. I previously stated that I was willing to pay any debt that I may owe you provided you validate the debt as demanded by the authority of the FDCPA. As required by law, the first letter I sent you received on 09/12/2022 via registered mail # RR 674 531 427 US was a demand for validation regarding ACCOUNT # 1462970540. The second letter I sent you received on 09/26/2022 regarding the alleged debt via certified mail # 7013 0600 0002 3940 2665 raised some allegations about you because you did not validate the debt. Also, under the Federal Rules of Civil Procedure Rule 36, you were advised to notify me within 14 days should you wish to contest any of the allegations with specific proof. Your failure to do so means that you fully admitted to all allegations as truth. You did not respond within the lawful time given you to respond. You are therefore in default, you have dishonored my good faith attempt to settle this matter.

Therefore the following facts now exist by tacit agreement due to acquiescence, which I strongly advise you to carefully read through:

1. You did not answer my demands point by point as required by law. You provided a photocopy of the security instrument, not the original or certified copy. A copy of the security instrument is not a sufficient proof of claim as per U.C.C. - ARTICLE 3 -§3-501 (b)
2. (1). Under this code, I am entitled to have the instrument presented to me as you are required to upkeep the legal document entrusted to you.
3. Under USC Title 18 Chapter 25, you are engaging in counterfeiting and such behavior is a felony. Providing a photocopy of a security instrument is not only unconscionable but is illegal. I had asked for the visual inspection of the original promissory note, not a copy.
4. You did not provide any proof to sufficiently satisfy your claim under U.C.C. - ARTICLE 3 -§3-302 that you are a note holder in due course.
5. You did not stipulate whether or not you were the holder in due course.
6. You did not stipulate whether this loan was securitized as required by law.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY: *John P. Raby*



04-5

7. If You continued to withdraw payments from my bank account while the debt was in dispute. You could be cited for mail fraud or wire fraud because of that action. According to Federal Law 18 U.S.C. 1343, the U.S. Government stipulates that one convicted of mail or wire fraud can be fined up to \$1,000,000 & imprisoned for up to 30 years, or some combination of prison and fines.
8. You did not notify the CRA that the debt was in dispute, which is an FDCPA & FCRA violation.
9. You did not delete the information from the CRA within 5 days as demanded.
10. The "Note" is missing the signature of a party who is listed on the mortgage; possibly indicating a fraudulent (i.e. void or voidable) mortgage/note.

You therefore admitted that:

1. You are a servicer of the promissory note.
2. The loan has been securitized.
3. You are not a real party of interest in this matter.
4. You are a debt collector that is not the original creditor.
5. You are illegally collecting on this alleged debt.

Collector is now demanded to immediately cease collecting on the alleged debt. Payment on the alleged debt is now being refused, pursuant to UCC § 3-501 (b)(3). Collector is in violation of UCC § 3-501 (b)(2)(i), UCC § 3-501 (b)(2)(ii), UCC § 3-501 (b)(2)(iii). Any/all automatic withdrawals from my bank account that have been used to pay this alleged/invalidated debt are to be stopped immediately (excluding the payments to escrow).

I am giving Collector an opportunity to return to honor by Collector correcting their errors or mistakes in this matter.

Please return this entire document with pages 3 and 4 checked/filled out/answered, signed and sworn/affirmed along with the signed original wet ink signed or certified copy of the note, deed of trust, proof of contract, and all documentation that supports your claim to collect the alleged debt. I would expect your response to be sent certified return receipt or registered mail so we both have record of your response.

1. ADMIT ____ DENY ____: Collector received a notice on 09/12/2022 to validate the alleged debt via registered mail # RE 674 531 427 US.
2. ADMIT ____ DENY ____: Collector received a follow up notice on 09/26/2022 regarding the alleged debt via certified mail # 7013 0600 0002 3940 2665.
3. ADMIT ____ DENY ____: Collector complied with UCC § 3-501(b)(2)(i) by exhibiting the instrument to the alleged debtor for inspection within 30 (thirty) days receipt of the notice to validate the alleged debt.
4. ADMIT ____ DENY ____: Collector complied with UCC § 3-501(b)(2)(ii) by giving reasonable identification of authority to collect the alleged debt within 30 (thirty) days receipt of the notice to validate the alleged debt.
5. YES ____ NO ____: If presentment was made on behalf of another person, Collector gave reasonable evidence of authority to collect the alleged debt within 30 (thirty) days receipt of the notice to validate the alleged debt.

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BY:



4-60

6. ADMIT ____ DENY ____: Collector complied with UCC § 3-501(b)(2)(iii) by producing documentation to the alleged debtor that Collector did sign a receipt on the instrument for any payment made, within 30 (thirty) days receipt of the notice to validate the alleged debt.
7. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, pursuant to UCC § 3-301 PERSON ENTITLED TO ENFORCE INSTRUMENT, Collector admitted to being "Person entitled to enforce" the instrument.
8. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, pursuant to UCC § 3-302 HOLDER IN DUE COURSE, Collector admitted to being the holder in due course for my promissory note.
9. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, Collector complied with FDCPA § 805 Communication in connection with debt collection [15USC1692c], (c) Ceasing Communication.
10. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, Collector complied with FDCPA § 809, Validation of debts [15 USC 1692g].
11. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, Collector verified the alleged debt with CRA during the period in which Collector knew the account was in dispute.
12. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, Collector reported the account to CRA as being in dispute.
13. ADMIT ____ DENY ____: Collector is a servicer of the promissory note.
14. ADMIT ____ DENY ____: The loan has been securitized.
15. ADMIT ____ DENY ____: Collector is a real party of interest in this alleged debt.
16. ADMIT ____ DENY ____: Collector is a "debt collector".
17. ADMIT ____ DENY ____: Collector is the original creditor.
18. ADMIT ____ DENY ____: Within 30 (thirty) days of receipt of notice to validate the alleged debt, Collector produced the ORIGINAL (wet ink) SIGNED CONTRACT for my own and a judge's inspection should there be a trial to contest these matters.
19. Who is the beneficiary of the mortgage/Deed of Trust/Note associated with the alleged Debt?
20. NAME OF BENEFICIARY _____
21. ADDRESS OF BENEFICIARY _____
22. TELEPHONE NUMBER OF BENEFICIARY _____
23. ADMIT ____ DENY ____: Collector has produced the documentation containing the pooling and servicing agreement that names my alleged loan.
24. ADMIT ____ DENY ____: Collector has produced the documentation that explicitly gives Collector the right to service alleged loan.
25. ADMIT ____ DENY ____: Collector has produced the documentation that proves Collect Enforce the promissory note in the event of a foreclosure.

Collector Affirmation

I take full responsibility with unlimited liability and do certify/swear/affirm that the information I provided above is true and correct, under penalty of perjury.

Sign: _____ Date: _____

Print Name: _____ Title: _____

If Collector does not fill out and return this document within 7 (seven) days from receipt of this notice, Collector is agreeing to remain in default and dishonor. Collector must return the above questions answered with valid proof of each item, signed under penalty of perjury and with unlimited liability with a wet ink signature of a man or a woman certifying the information as

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BY:



true and correct. If Collector does not return this document within 7 (seven) days from receipt of this notice as prescribed, Collector is demanded to perform the following 9 (nine) items within 7 (seven) days from receipt of this notice:

Performance Items

1. Stop collecting on the alleged debt and inform me by mail of the same.
2. Satisfy the account in question.
3. Inform the CRA the alleged debt has been paid in full.
4. Remove all references to the alleged debt from the CRA.
5. Remove all liens/encumbrances from the property.
6. Give the property/title back to me in fee simple.
7. Pay off any escrow shortage.
8. Return all interest paid back to me.
9. Adjust the accounting to properly discharge the alleged debt.

Within 30 days, for all 9 (nine) above items listed under Performance Items, send to me by US Post Office mail each item being satisfied as demanded by mailing certified copies of all applicable documents and/or a copy of mails sent/received to all parties of interest.

Sincerely,

by: John Prokop - trustee
John Prokop-Trustee

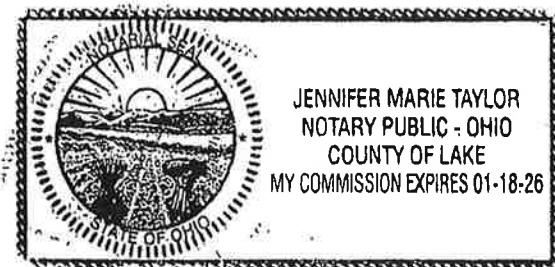
STATE OF YOUR STATE Ohio
) SS ACKNOWLEDGEMENT
COUNTY OF YOUR COUNTY Lake

On this 4th day of October, in the year Two Thousand and Twenty Two, before me the Notary below came John Prokop; to me known to be the living man described herein and who executed the foregoing notice regarding ACCOUNT # 1462970540 and acknowledged to me that he executed the same as his free will act and deed.

Subscribed and affirmed before me, Jennifer Marie Taylor, Notary on
(Notary Print Name)
the 4th Day of October, 2022.

NOTARY SEAL: NOTARY SIGNATURE: Jennifer Marie Taylor Date: October 4, 2022

My Commission Expires: 01/18/2026



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BY:



AFFIDAVIT

The undersigned affiant, being duly sworn on oath, deposes and says:

That he/she is an officer of the below named financial institution, a nationally chartered commercial bank or lending institution or organization purchasing promissory notes, hereinafter called bank. That, as an officer of the bank, he/she has the authority to execute this affidavit on behalf of the bank and to bind the bank to its provisions. It is understood that an exchange is not a loan. It is understood that the borrower's promissory note is not used to fund any check. It is understood that the bank does not record the promissory note as a bank asset offset by a bank liability. It is understood the bank complies with and follows the Federal Reserve Bank's policies and procedures. It is understood that the bank does not use the same or a similar bookkeeping entry to record the promissory note as a loan to the bank. It is understood that when banks participate in granting loans the economic effect is not the same or similar to stealing, counterfeiting, or a swindle. Banks who follow the Federal Reserve Bank's policies and procedures deny customers neither equal protection under the law, nor money, nor credit. The bank fully discloses to each and every borrower all material facts concerning if the borrower provides the funds to issue the bank loan check or if other depositors or investors fund the bank loan check. It is understood that the one who funded the loan should be repaid their money. It is understood that cash is the money and a bank liability indicates that the bank owes cash. I agree that if I have made a false statement regarding bank loans, then any and all loans or alleged loans issued or purchased at the bank are forgiven, without recourse, and shall immediately be considered null and void. Signed under penalty of perjury.

Signature of Bank Officer _____

Print name of Bank Officer _____

CROSSCOUNTRY MORTGAGE
6850 MILLER RD
BRECKSVILLE, OH 44141

Sworn to and subscribed before me this _____ day of _____, 20_____.

Signature of Notary Public _____

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BY:



4-9



Google

Sign in



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Tracking number 70130600000239402696

Delivered

October 07, 12:06PM

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Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
	\$0.00	
	\$1.44	
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or PO Box No.
City, State, ZIP+4
Del. 10-7-22

PS Form 3800, August 2006 See Reverse for Instructions

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BY:



5-1

Non-Negotiable

Notice of Adequate Assurance of Due Performance

Certified Mail # 7018 0680 0000 5122 1605

To: CROSCOUNTRY MORTGAGE

From: John Prokop, hereinafter "Borrower"

2850 S Ridge Rd.
Perry, Ohio 44081

Date: OCT 12, 2002

RE: Alleged Mortgage account number 1462970540, this debt is disputed. Before I pay, I want to know the details of what the entire agreement is, and if you performed according to the agreement.

Dear officers and/or agents for Lender,

It has come to the attention of the alleged Borrower, after consulting with Borrower's CPA and researching the United States Code, the corresponding Code of Federal Regulations, the Uniform Commercial Code, and certain Federal Reserve Bank Publications, that there is reason to believe that the alleged Lehder is not the Holder in Due Course of the Borrower's promissory note and/or may have breached the agreement concerning the above-referenced, alleged loan or loan of credit.

Since the Borrower paid money in the form of a promissory note to the Lender to perform according to a loan agreement, the Borrower is now hereby requesting Adequate Assurance of Due Performance pursuant to UCC 2-609 that the Lender has performed according to the loan agreement and that the original lender used their own money to purchase the Borrower's promissory note and did not accept the Borrower's promissory note as money or like money to fund the check or similar instrument that the Lender then lent to the Borrower—which would have an economic effect similar to stealing, counterfeiting and swindling—and that the Lender has followed the Federal Laws 12 US C Sec. 1831n (a)(2)(A) and/or 12 CFR 741.6(b) regarding Generally Accepted Accounting Principles and Generally Accepted Auditing Standards concerning this loan.

The Borrower is hereby requesting that an authorized officer or agent of the Lender sign and return the attached affidavit within 7 days of the date of this notice. Also attached is an affidavit signed by the Borrower stating the Borrower's personal knowledge of the terms of the agreement.

This is the Borrower's good faith attempt to settle this matter and clear up any confusion about the terms of the loan agreement prior to an Administrative Hearing on the matter.

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BY:



5-2

Failure to respond will be deemed a dishonor of this Notice. The affidavits are evidence that may be used according to the Federal Rules of Evidence to prosecute or enforce any default by you in this matter. My CPA is prepared to offer Expert Witness testimony should court proceedings be necessary.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS NOTICE TO PRINCIPAL.

Sincerely,
John Prokop-Trustee

A handwritten signature in black ink that reads "John Prokop - trustee". The signature is written in a cursive style with a horizontal line underneath the name.

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BY:



5-3

County of LAKE

State of Ohio

AFFIDAVIT of JOHN PROKOP

The undersigned affiant, being duly sworn on oath, deposes and says: That he or she understands that an exchange is not a loan. CROSCOUNTRY MORTGAGE, hereinafter called "alleged lender" claims that they lent their money to me. Alleged lender claimed to me that the alleged lender would charge interest as compensation for lending me the alleged lender's money.

Financial institution's CPA audit opinions claim that financial institutions involved in issuing alleged loans or loans follow Generally Accepted Accounting Principles, GAAP. There is a dispute regarding who loaned what to whom regarding the alleged loan.

The alleged lender claims that they lent me their money. The alleged lender claims that the alleged lender has loan papers with the affiant's name on it as evidence of a debt. The bookkeeping entries show the opposite and that the affiant was the lender and that the alleged lender was the borrower.

According to GAAP, this is what happened: the alleged lender and financial institution involved in the alleged loan never lent one cent to the affiant as adequate consideration to purchase the affiant's promissory note. The affiant first became the lender to the alleged lender and the alleged lender was the borrower. According to GAAP, the bank recorded the promissory note as a bank asset offset by a bank liability. The promissory note was recorded as a bank asset in exchange for credits in the affiant's transaction account or to give value to a check or similar instrument. The matching principle in GAAP requires that there be a matching liability offsetting the promissory note recorded as an asset and that the liability shows that the bank/alleged lender owes the alleged borrower money for the promissory note that was lent to the bank or alleged lender. The promissory note was deposited in a similar manner as cash is deposited into a checking account. Depositing cash or a promissory note into a checking account or a transaction account is the same or similar to loaning the alleged lender the cash or promissory note. According to GAAP, the promissory note was deposited as a bank asset offset by a bank liability with the bank liability showing that the alleged lender owed the affiant money for the promissory note that was received from the affiant and deposited. When the bank deposited the promissory note and credited the affiant's transaction account, the alleged lender, the one who claims they own the promissory note, recorded a loan from the affiant to the alleged lender, making the affiant the lender and the alleged lender the borrower. The alleged lender returned the equivalent in equal value of the loan to John Prokop, the lender per GAAP. When the money was repaid to John Prokop, the true lender per GAAP, the alleged lender claimed that the repaid money was a loan to a borrower named John Prokop and ignored the bookkeeping entries which proved the money trail of who lent what to whom. The alleged lender claims to be the lender using a promissory note to claim they lent money to the affiant but GAAP shows that

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BY:

John Parker

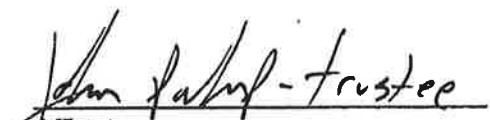


5-4

the opposite happened. The alleged lender did the opposite of what the affiant, John Prokop, understood and believed was to happen, creating an economic effect similar to stealing, counterfeiting and swindling against the affiant, John Prokop.

The cost and risk of the agreement changed. If the true lender lent \$100 to a borrower and the borrower repays the loan, there is equal protection under the law and agreement. There is no economic effect similar to stealing, counterfeiting and stealing and swindling. If the alleged lender steals \$100 from the borrower and returns the \$100 to the borrower as a loan, the cost and risk changes and the economics of the alleged loan is similar to stealing and swindling.

Signed under penalty of perjury.


John Prokop - Trustee
Affiant

(Notice to Reader—Be careful before signing this affidavit. You must be sure that they really created new money.)

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BY:

John Proby



5 - 5

County of _____)

) ss.

State of _____)

AFFIDAVIT (Bank)

The undersigned affiant, being duly sworn on oath, deposes and says;
That he/she is an officer of CROSSCOUNTRY MORTGAGE that claims to hold the promissory
note of Jessica Amato in the original, principal amount of \$293,547.00.

That he/she, as an officer of CROSSCOUNTRY MORTGAGE holding said note, has the
authority to execute this affidavit on behalf of the company and to bind the same to its
provisions.

The loan agreement has the following terms:

CROSSCOUNTRY MORTGAGE follows GAAP (Generally Accepted Accounting Principles).
The intent of the loan agreement is that the party who funded the loan, per bookkeeping entries,
is to be repaid the money loaned. According to the bookkeeping entries, CROSSCOUNTRY
MORTGAGE used their money as adequate consideration to purchase the promissory note of I.
Ben Robbed. The promissory note was not used as value to give value to a check or similar
instrument or checking account. I affirm that I understand the terms and conditions of the loan
agreement.

Signed under penalty of perjury.

Signature of Officer

_____, officer of CROSSCOUNTRY MORTGAGE

Sworn to and subscribed before me this ___ of _____

My commission Expires

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BY:



5-6

Non-Negotiable

NOTICE and DEMAND

From: John Prokop, hereinafter "Borrower"

2850 S Ridge Rd.
Perry, Ohio 44081

To: CROSCOUNTRY MORTGAGE, hereinafter "Lender"

6850 Miller Rd.
BRECKSVILLE, OH 44141

Certified mail # 7018 0680 0000 5122 1605

Date: Oct 12th, 2022

R E : Notice and Demand to Cease and Desist Collection Activities Prior to Validation of
Purported Debt.

Dear Account Manager:

Pursuant to the Fair Debt Collection Practices Act , 15 U.S.C . § 1601-1692 et. seq., this constitutes timely written notice that I dispute the entire amount of the alleged loan and that I decline to pay the attached, erroneous, purported debt Notice which is unsigned and unattested and which I discharge and cancel in its entirety, without dishonor, on the grounds of breach of contract, false representation, and fraud in the inducement.

You have refused to answer my Notice of Adequate Assurance of Due Performance, thus ending the alleged agreement and giving me evidence that the you did not follow GAAP.

According to the bookkeeping entries, the borrower provided the money or credit, a thing of value, to fund the alleged loan or check or similar instrument in question. Failure to answer my Notice of Adequate Assurance of Due Performance tells 118 me that you acknowledge that I funded the alleged loan and the loan agreement was stolen and forged, thus ending any claim you have against me.

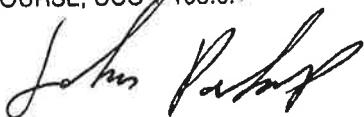
15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation in connection with the collection of any debt," includes the false representation of the character or legal status of any debt and further makes a threat to flag any action that cannot legally be taken as a deceptive practice.

Such agreement omits information, such as vital citations, which should have been disclosed, disclosing the agency's jurisdictional and statutory authority. Said agreement further contains false, deceptive, and misleading representations and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property

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BY:



belonging to them and to surrender certain substantive legal and statutory rights. To act upon this agreement would divest one of his/her property and their prerogative rights, resulting in a legal injury.

Pursuant to 15 U.S.C. § 1692 (g) (4) Validation of Debts, if you have evidence to validate your claim that the attached presentment of yours does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within seven (7) days, you provide such validation and supporting evidence to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been met and your claim is validated, you have no authority to continue any collection activities.

This is Actual Notice that absent the validation of your claim within seven (7) days, you must cease and desist any and all collection activity and are prohibited from contacting me, through the mail, by telephone, in person, at my home, or at my work. You are further prohibited from contacting my employer, my bank, or any other third party. Each and every attempted contact, in violation of the Fair Debt Collection Practices Act, will constitute harassment and defamation of character and will subject your agency and/or board and any and all agents in his/her/their individual capacities who take part in such harassment and defamation, to a liability for statutory damages, of up to \$1,000, and possibly a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any credit reporting agency, per the Fair Credit Billing Act, regarding this disputed, purported debt.

Further, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 (g) (3), as you are merely an "agency" or board, acting on someone else's behalf, this is a demand that you provide the name and address of the original "principal " or "holder in due course" for whom you are attempting to collect this debt together with your affidavit of assignment, power of attorney, and certification of your license.

Again, pursuant to The Fair Debt Credit Collection Practices Act § 809, Validation of Debts [15 US C 1692g] subsection (b) (attached), and as referenced in your correspondence verification within 10 days to the address below: Verification requires "Confirmation of correctness, truth, or authenticity by affidavit, oath or deposition. In accounting, [it is] the process of substantiating entries in books of account" (Black's Law Dictionary, Sixth Edition, see attached). This verification should include, but not be limited to, signing the enclosed affidavit verifying the terms and conditions of the alleged loan and answers to the following list of questions:

1. According to your understanding of the alleged agreement, is the written agreement, by the terms used within it, defining terms of a loan or an exchange of equal value for equal value?
2. According to your understanding of the alleged agreement, if I charge \$400 to the credit card, does the credit card company loan me other people's \$400?

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BY:

John Parker



3. According to your understanding of the alleged agreement, if I charge \$400 to my credit card, does the credit card company not lend me other people's money, record the \$400 charged on the credit card company as a \$400 asset with a newly created \$400 liability on the credit card company's accounting books, and then transfer this liability to the store that I charged the \$400 to so I receive \$400 of merchandise?

4. If \$400 was loaned to the credit card company, would the credit card company's assets and liabilities increase by \$400?

5. If the credit card company stole \$400 from me and recorded the stolen \$400 on the accounting books and records of the credit card company, would the credit card assets or liabilities or capital increase by \$400?

6. According to your understanding of the alleged agreement, if I charged \$400 to my credit card, does the credit card company receive a \$400 asset from me for free and return the value of this same \$400 asset back to me as a loan from the credit card company, and this loan pays for the merchandise I bought using my credit card?

7. According to your understanding of the alleged agreement, does the credit card company charge interest to me for the use of an asset that the credit card company loaned to me and that existed before I charged the \$400 to the credit card?

8. According to your understanding of the alleged agreement, if John Doe uses his credit card to charge \$400, according to the credit card company's bookkeeping entries, is John Doe also, at the same time, the lender or creditor to the credit card company in the amount of \$400?

9. Does the credit card company comply to the Federal Reserve Bank's policies and procedures when issuing credit and charging interest to customers of the credit card company when the customer uses the credit card to buy merchandise?

10. Is it the credit card company's policy to deny equal protection under the law, money, credit, agreement or contract to the users of their credit cards?

11. According to the credit card company's bookkeeping entries, if the credit card company paid its debt associated with granting loans, could it pay the debt that the Borrower allegedly owes the credit card company?

12. According to your credit card company's policy, did the Borrower provide the credit card company with an asset and the credit card company returned the value of that asset back to the same Borrower calling it a loan?

13. According to the credit card company's policy, does the credit card company act like a moneychanger, receiving an asset from the Borrower and returning the value of the asset back to the same Borrower and charging the borrower as if there was a loan?

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BY: *John Salter*

BY:



14. What are all of the bookkeeping entries related to, and associated with, the credit card transactions for this credit card account?
15. According to the alleged agreement, was the Borrower to loan anything to the credit card company?
16. According to the written agreement, was the Borrower to give the credit card company anything of value of which caused the credit card company's liabilities to increase by the amount of what the credit card company received?
17. According to your understanding of the alleged agreement, was there to be an exchange of equal value for equal value between the credit card company and the Borrower?
18. According to your understanding of the alleged agreement, was there to be an exchange from the Borrower?
19. If the credit card company is complying with the Federal Reserve Bank's policies and procedures when issuing credit and charging interest, is the borrower's transaction account credited for the amount borrowed and is that the matching liability for the amount that is debited to the bank's asset account? (Federal Reserve Bank of Chicago, Modern Money Mechanics, p. 6, and Two Faces of Debt, pp 17-19)
20. If "A deposit created through lending is a debt that has to be paid on demand of the depositor, just the same as the debt arising from a customer's deposit of checks or currency in the bank" (Federal Reserve Bank of Chicago, Two Faces of Debt, p 19), does that mean that the credit card company owes the Borrower for the deposits made in connection with credit card loan transactions? [Emphasis added].
21. When granting loans, if the credit card company's liabilities did not increase, would the bank be in violation of the Federal Reserve Bank's policies and procedures? (Federal Reserve Bank of Chicago, Modern Money Mechanics, p. 6. and Two Faces of Debt, pp 17-19)
22. If the credit card company does not repay "a deposit created through lending", would it be in violation of the Federal Reserve Bank's policies and procedures? (Federal Reserve Bank of Chicago, Modern Money Mechanics, p. 6, and Two Faces of Debt. pp. 17-19).
23. When a loan is not repaid, is the one who funded the loan damaged?
24. When the credit card company does not repay, upon demand, the deposit made by the Borrower, does it show that the policy and intent of the credit card company is to deny equal protection of the agreement, law, and credit to the Borrower?
25. When the credit card company does not reveal the substance of the transaction in the loan agreement to the Borrower, does it show that the policy and intent of the credit card company is to deny full disclosure of the terms of the loan agreement to the Borrower?

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BY:



26. Do the Generally Accepted Accounting Principles (GAAP) , the Generally Accepted Auditing Standards (G AAS), the Audit Reports, the Auditor's Working Papers, the Cal I Reports, and the credit card company's financial statements (that are related to and associated with the loan transaction) reveal the substance of the loan agreement?

27. If the substance of the alleged loan agreement does not match the written form of the agreement, does it significantly change the cost and the risk of the written agreement?

28. Is full disclosure of material facts essential to a valid contract in order to have a mutual agreement?

29. In your opinion, is it material or important to know which party is to fund the loan in order to know who is damaged if the loan is not repaid?

30. In your opinion, do you believe the Borrower intended to provide the consideration to fund the credit card loan?

31. If the credit card company did not risk any of its assets at any time regarding the written agreement, was this material fact ever disclosed to the Borrower?

32. In your opinion, if "A n unconscionable bargain or contract is one which no man in his senses, not under delusion, would make, on the one hand and which no fair and honest man would accept on the other. . . [It is] usually held to be void as against public policy." (Black's Law Dictionary, 6th Edition), would a loan agreement that takes the Borrower's assets as the funding for a loan back to the Borrower, then requires that the Borrower pay back that loan with interest to a third party, and then does not require the repayment of the Borrower's funds back to the Borrower, be an agreement that is unconscionable?

33. According to your understanding of the alleged agreement, if the Borrower was to provide the funds for the loans for the credit card account, would the alleged agreement, in your opinion, be unconscionable as defined in Black's Law Dictionary?

34. In your opinion, if a signature is "the act of putting one's name at the end of an instrument to attest to its validity" (Black's Law Dictionary, 6th Edition), then could that signature be valid if the instrument itself is an unconscionable bargain or contract?

35. Did the credit card company actually gain title to any debt instrument (credit card slip) that the Borrower signed and gave to the merchant for the merchandise received?

36. Do you have personal knowledge that the credit card company provided 'full disclosure' of all of the terms of the agreement?

37. Do you have personal knowledge that the credit card company disclosed to the Borrower the requirements of Federal Reserve Policies and Procedures and the Generally Accepted Accounting Principles (GAAP) imposed upon all Federally-insured (FDIC) banks by Title 12 of the United States Code, section 1831(n) (a), that prohibit them from lending their own money from their own assets or from other depositors? Was it disclosed where the money for the

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BY:



alleged loan was coming from?

38. Do you have personal knowledge that the credit card company disclosed that the contract the Borrower signed (the promissory note) was going to be converted into a 'negotiable instrument', by the credit card company and become an asset on the credit card company's accounting books? Did the credit card company disclose this information to the Borrower including that the signature on that note made it 'money', according to the Uniform Commercial Code (UCC), sections 1-201(24) and 3-104?

39. Do you have personal knowledge that the credit card company disclosed that the Borrower's contract or promissory note (money) would be taken and recorded as an asset of the credit card company without 'valuable consideration' given to obtain the note?

40. Do you have personal knowledge that the credit card company gave the Borrower a deposit slip as a receipt for the money the Borrower gave them, just as a bank would normally provide when making a deposit to a bank?

41. Since, pursuant to UC C 3-308, the burden of proof is on the party claiming under the signature, do you have personal knowledge of the validity of the signature on the alleged agreement if it is denied in the lawsuit pleadings based upon answers to above questions?

42. Since, pursuant to UCC 3-602(b)(2), the obligation of a party to pay an instrument is NOT discharged if the person making the payment knows that the instrument is stolen, do you have personal knowledge that the instrument is or is NOT stolen?

You should be aware that sending unsubstantiated demands for payment through the United States mail system might constitute mail fraud under federal and State law. You may wish to consult with a competent legal advisor before your next communication with me.

Your failure to respond on-point within 10 days to satisfy this request within the requirements of the Fair Debt Collection Practices Act will be construed as your absolute waiver of any and all claims against me and your tacit agreement to compensate me for costs and legal fees.

Sincerely,
John Prokop-Trustee



Enclosures: The Fair Debt Collection Practices Act
"Verification" definition in Black's Law Dictionary, Sixth Edition.
"Unconscionable" definition in Black's Law Dictionary, Sixth Edition.
Federal Reserve Bank of Chicago, Modern Money Mechanics, p.6.
Federal Reserve Bank of Chicago, Two Faces of Debt, pp. 17 & 19.

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BY:



5-12

Non-Negotiable

NOTICE OF ALLEGED LOAN DISPUTE

From: John Prokop, hereinafter "Borrower "

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

OCT 12 2022

Date: ~~Oct. 10, 2022~~

Certified mail # 7018 0680 0000 5122 1605

RE: Alleged Loan account #1462970540 and balance

Notice to the principal is notice to the agent and notice to the agent is notice to the principal.

I, John Prokop, hereby give Notice of Alleged Loan Dispute to the Alleged Lender.

Alleged lender advertised to me that they would lend me their money if I agreed to repay their loan. The alleged lender advertised to me that they had money deposited, that they would lend the deposited money to borrowers, and that borrowers must repay the money so that the money can be returned to the depositors who funded the loan. Now I have evidence from the bookkeeping entries per GAAP, that the alleged lender did the opposite of what they claimed they had done, creating economics similar to stealing, counterfeiting and swindling.

There are two totally different kinds of loans. The first example gives equal protection and the one who funded the loan is to be repaid the money. Example number one: If Joe deposits \$100 at the bank, the bank lends Joe's \$100 to Mike . Mike repays the bank the \$100 and the bank returns the \$100 to Joe. The second example is quite different. In the second example the bank claims that they will lend Joe \$100. Through concealment, the bank steals \$100 from Joe, deposits the \$100 and returns the stolen \$100 to Joe as a bank loan. This has the economics similar to stealing, counterfeiting and swindling, totally changing the cost and risk of the alleged loan. In both cases the banker declares that Joe received a \$100 loan. All Borrower asks is that the one who funded the loan is to be repaid the money. In example number one, the bank funded the loan. In example number two, Joe funded the loan. When the bank conceals the bookkeeping entries and the economics are similar to stealing, counterfeiting and swindling. Joe lost \$100 of wealth and the bank gained \$100 of wealth before Joe ever received the alleged \$100 bank loan. Under example number two, the bankers would end up owning nearly everything in America and force the average American into more and more debt every time the bank stole the money and returned the stolen money as a loan. If there is an agreement, then there is to be mutual understanding and consideration, money paid, to buy Joe's promissory note. When the bank stole Joe's \$100, the bank never paid one cent for the stolen money and the theft was concealed and never agreed to by Joe. The bank told me that they operated under example number one but the bookkeeping entries now show that the bank operates under example number two, of which I never agreed to.

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BY:



I am defining the word theft or stealing as the lender obtaining the borrower's promissory note without paying one cent as consideration to buy the promissory note from the borrower or as recording the promissory note as a loan from the alleged borrower to the bank or alleged lender and concealing this loan. I am defining counterfeiting as altering the promissory note after it was allegedly signed and/or creating new money or credit or bank liabilities. I am defining swindling as the same or similar economics and or bookkeeping entries as stealing \$100 from Joe and then returning the value of the stolen property to Joe as a loan. I am defining money as money, money equivalent, capital, funds, negotiable instruments, promissory notes or anything of value that the banks use as or like money to fund checks or drafts or wire transfers or similar Instruments.

There is a difference between money and wealth. Money is used to buy things. Wealth is things you can sell like real estate, gold, silver, cars and labor. Many Americans work 40 hours a week and sell their time for a payroll check. If the bank/lender steals a promissory note, deposits the promissory note like new money and creates new money and returns the value of the stolen money to the victim as a loan, the banker received and benefited with similar economics like or similar to stealing, counterfeiting and swindling and receiving the alleged borrower's wealth for free. The alleged borrower must work for the banker for free to repay the alleged loan or the banker forecloses and gets the property for free.

If every American stopped working and stayed home counterfeiting money, like the bankers, there would be no food or gas for your car because everyone stopped working. This is why thieves and counterfeiters go to jail. If the thief and counterfeiter is not stopped, the criminal would end up owning everything for free. The counterfeiter or thief needs the average American to produce wealth, homes, cars, boats, gas, food so that the thief and counterfeiter can live in luxury, obtaining wealth for free without producing anything of value other than new money. If you claim that there is an agreement, then I demand to know the details of what you claim is the agreement. Remember, there is no agreement if there is no mutual understanding or fraudulent concealment of material facts. I demand to know if the economics of the alleged loan agreement is similar to stealing, counterfeiting and swindling. I demand to know the bank bookkeeping entries regarding the promissory note. The bookkeeping entries prove the following: The alleged lender or financial institution involved in the alleged loan accepted the alleged borrower's loan papers (promissory note) as a bank asset offset by a bank liability. The financial institution exchanged the promissory note for credit in the borrower's transaction account. This means that the bank or alleged lender recorded the promissory note as a loan from the alleged borrower to the bank and the bank (alleged lender) first became the borrower. Example: If Joe goes to the bank and deposits \$100, the bank credits Joe's checking account (transaction account) for \$100. This credit means that the bank recorded a bank liability account showing that the bank recorded a loan from Joe to the bank and that Joe was the lender and that the bank was the borrower. The bank agrees that Joe is the lender to the bank and that the bank is the borrower because Joe can walk up to the bank teller and get his \$100 or Joe can write a check for \$100 and spend the money. This means the financial institution accepted the promissory note like money as a deposit just like banks accept cash or checks like money and credit a checking account or transaction account. Banks accept legal tender money called cash and banks accept promissory notes like money, which is non legal tender money because promissory notes pay interest, investors will pay cash for the promissory notes giving the promissory notes equal value to cash. According to Federal Reserve Bank publications and Generally Accepted

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BY: *John Parker*



Accounting Principles—the standard bookkeeping entries banks are required to follow—the promissory note was recorded as a loan from me to the alleged lender or financial institution involved in the alleged loan. I was first the lender and you were first the borrower. When you repaid the loan and returned the money to me, you claimed that the money that you returned to me was not repaying the money that you borrowed from me, but that the money you returned to me was a loan from you to me. I think we all agree in the principle that the one who funded the loan should be repaid the money. According to the bookkeeping entries using GAAP , I was the one who provided the money or funds that created the money that you claim was lent to me. At this time you are concealing the true economics and facts of what you are claiming is a loan.

The promissory note is not proof of a loan. The bookkeeping entries will prove who loaned what to whom. If you claim that you did not follow GAAP , then the management of the financial institution issuing the CPA audit report claiming that they followed GAA P will , by law, be committing a fraud.

I have every reason to believe the CPA audit report and that they followed GAAP . If you claim that there is an agreement and a loan, then you must stop concealing material facts, answer my questions, and tell me if the alleged promissory note was recorded as a loan from me to the original alleged lender or financial institution involved in the alleged loan or if the promissory note was stolen. According to my records, the promissory note was stolen or recorded as a loan from me to the original alleged lender and that the alleged lender never paid one cent as adequate consideration to purchase the promissory note from me creating the economics similar to stealing, counterfeiting and swindling.

I am now demanding that you either stop concealing material facts and answer my questions if you claim that there is an agreement or that you return the stolen promissory note. If you claim that the promissory note was a loan from me to you, I demand that you immediately repay the loan by returning the promissory note and stop the damage to me.

If a thief stole my property or wealth and exchanged the stolen goods for cash and returned the cash to me as a loan, the thief concealed the theft, the thief breached the agreement and I have no legal obligation to repay the alleged loan. If a counterfeiter counterfeits money and lends me the counterfeited money which was used to buy my house, I have no legal obligation to repay the alleged debt because the alleged lender was engaged in a criminal act giving me illegal consideration and breached the agreement. As far as I am concerned, you breached the agreement by doing the opposite of what you advertised and agreed to, creating the economics similar to stealing, counterfeiting and swindling, and then refused to give me specific details of the alleged agreement and concealed material facts. A promissory note does not prove that there was a loan of the lender's money as adequate consideration to purchase the promissory note from the alleged borrower and that no theft or counterfeiting or swindling took place.

Past payments are considered extortion payments and do not ratify any alleged loan agreement. At this time the alleged lender has refused to answer questions and give details of the alleged agreement and has refused to zero out the alleged loan or cancel the lien as the alleged lender demands payment or declares they will use legal means to collect.

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BY:



Just so that there is no confusion: money, that is cash, is recorded as a bank asset and a bank liability and means the bank owes money. Checks are not money, checks simply transfer a bank liability—checking account balance indicating money the bank owes a customer who earlier deposited money—to another bank customer's checking account balance. The bank still owes money that was earlier deposited.

I am hereby offering to discharge the alleged debt provided that you give specific answers to my questions regarding the alleged debt and I will pay off or discharge the alleged debt using the same specie of funds or money or money equivalent that the financial institution used to fund the alleged loan check or similar instrument using Generally Accepted Accounting Principles, thus ending all liens and interest.

If you claim that there was an agreement, then explain the details of the agreement by answering the following questions or sign the enclosed affidavit giving answers to the following questions:

- 1) According to the alleged loan agreement, was the alleged lender or financial institution involved in the alleged loan to lend their money as adequate consideration to purchase the promissory note (loan agreement) from the alleged borrower? YES or NO .
- 2) According to the bookkeeping entries of the financial institution involved in the alleged loan, did the alleged lender or financial institution involved in the alleged loan lend their money as adequate consideration lent to purchase the promissory note (loan agreement) from the alleged borrower? YES or NO.
- 3) According to the alleged loan agreement, was the alleged borrower to provide anything of value that a financial institution would use to give value to a check or similar instrument in approximately the amount of the alleged loan? YES or NO .
- 4) According to the bookkeeping entries of the financial institution involved in the alleged loan, did the lender or financial institution involved in the alleged loan accept anything of value from the alleged borrower that was used to give value to a check or similar instrument in approximately the amount of the alleged loan? YES or NO .
- 5) Did the alleged lender and financial institution involved in the alleged loan follow generally accepted accounting principles, GAAP ? YES or NO ? Did the financial institution involved in the alleged loan have an audit done by a CPA with the CPA audit stating that the financial institution followed generally accepted accounting principles, GAAP ? YES or NO.
- 6) Do you have any information or evidence that the lender or financial institution involved in the alleged loan did not follow GAAP ? YES or NO.
- 7) Was it the intent of the alleged loan agreement that the one who funded the loan is to be repaid the money? YES or NO .
- 8) Are the economics of the alleged loan similar to stealing, counterfeiting and swindling against the borrower? YES or NO ?

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BY:



9) Are all material facts disclosed in the written loan agreement? YES or NO.

10) According to the alleged loan agreement, was the alleged borrower to lend the borrower's promissory note to another party such as the alleged lender or financial institution? YES or NO?.

If you refuse to answer these questions with detailed specific answers, we will presume that there is a concealment of material facts and that the promissory note has been altered and stolen and that the alleged borrower provided the money that the alleged lender claims was lent to the alleged borrower. If you refuse to answer these questions, then please return a zero balance and return the promissory note. If there is a theft and if an attorney answers without giving specifics to these questions, the attorney may be added to a future lawsuit. We will then have the attorney become a witness in court and explain what this agreement is all about.

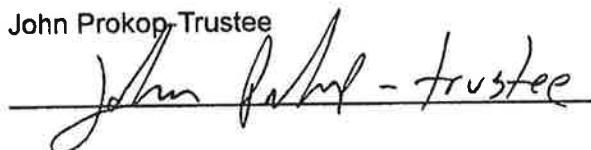
Remember, if there is an agreement, the attorney will have to answer these questions in a deposition or in court under oath. If the attorney commits perjury, he or she will be disbarred. I further understand that if I sue an attorney, the attorney's professional insurance will automatically offer between \$10,000 to \$20,000 to settle this out of court and drop the attorney from the lawsuit.

Be advised, I will not accept telephone calls. Only respond in writing with an officer of your corporation signing your presentment.

At this time, I believe you are in possession of stolen, forged property that looks like a promissory note with my name on it. Please return the stolen forged property or give specific answers to my questions.

Sincerely,

John Prokop, Trustee

A handwritten signature in black ink that reads "John Prokop - Trustee". The signature is fluid and cursive, with a horizontal line underneath the name.

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BY:

John Party



Non-Negotiable

NOTICE OF HOLDER IN DUE COURSE STATUS

From: John Prokop, hereinafter "Borrower"

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

Certified mail # 7018 0680 0000 5122 1605

Date: OCT 12, 2022

Notice to the Principal is Notice to the Agent. Notice to the Agent is Notice to the Principal.

I, John Prokop, hereby give notice that the bank is not a Holder in Due Course of a promissory note with the name of Jessica Amato on it. This is in regards to the alleged loan number #1462970540.

Previous notices to the CROSCOUNTRY MORTGAGE Company for adequate assurance of due performance have not been properly and legally responded to. Previous notices requesting specific terms and conditions regarding if the promissory note was used to fund the bank loan check have gone unanswered. Also unanswered were previous notices requesting if the terms and conditions of the alleged loan agreement intended to have the economics similar to stealing the promissory note, depositing the promissory note, using the promissory note as or like money or as a substitute for money that was used to fund a check or similar instrument that was returned to the Borrower as a loan.

Requests to know if GAAP , Generally Accepted Accounting Principles were followed, have also gone unanswered. I am of the belief that CROSCOUNTRY MORTGAGE Company has intentionally attempted to conceal the true terms and conditions of the alleged loan and the Borrower had no opportunity to obtain the knowledge of the true terms that are similar to stealing, counterfeiting and swindling. The original alleged lender and financial institution involved in the alleged loan never paid one cent to obtain the promissory note and thereby violated federal laws regarding GAAP . I now believe I have the evidence that the terms and conditions of the alleged agreement are concealed, the promissory note was stolen, forged, and/or altered. No good title can pass with a theft.

There was no meeting of the minds or mutual assent regarding these questions and you have refused to explain the terms and conditions by answering these questions. Therefore, there is no valid agreement.

The alleged lender and financial institution is not a holder in due course for the following reasons. The alleged lender and financial institution knows or should have known the standard bookkeeping entries called GAAP , and the money trail, bookkeeping entries show that the opposite happened compared to what the alleged agreement said was to happen.

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BY:



One of the requirements of a negotiable instrument is that the instrument must be payable for a fixed amount of money. My question is, from your viewpoint according to your understanding of the agreement, is money deposited recorded as a bank asset or as a bank liability? Please list all forms of money or negotiable instruments you and the alleged lender and financial institution you are involved in, issuing the alleged loan, use as or like or as a substitute as money or credit used to fund checks or bank drafts. Specifically, did you or the alleged lender and financial institution use my promissory note as a bank asset which was offset by a bank liability?

Specifically, was my promissory note used to fund a check or bank draft? If my promissory note was used to fund a check, then I provided the money to fund the so-called loan and you never lent me one cent of your money to purchase the note from me. Therefore, the economics are similar to stealing, counterfeiting and swindling against me, which I never agreed to and which is not part of the agreement. According to GAAP,

if you used my promissory note to fund a check, you stole my promissory note or you recorded it as a loan from me to you and you still owe me money that you never lent me. Stealing changed the cost and the risk of the transaction. I want to know specifically did you intend to create the economics similar to stealing my promissory note as part of the agreement? Please answer yes or no. If you refuse to tell me, then we have fraud in the factum, which makes you no longer the holder in due course. No good title passes with a theft.

Since the promissory note is forged, and no good title passes with a forged document, you are not the holder. I demand that the stolen forged promissory note now be returned or you answer all of my questions in this notice and previous notices explaining the terms and conditions of the alleged agreement concerning the economics similar to stealing, counterfeiting and swindling. Fraud has been committed when a false statement is made with the maker having knowledge that the statement would be relied upon with the intention that the other party will believe it and act upon it and the party having justifiable reliance on the truth of the statement incurs a damage. Anytime you have a theft, you have a damage. This is why counterfeiters and thieves are put in prison. Criminals damage people.

You claim the lender lent their money as consideration to purchase the promissory note from the borrower. You claim that you follow the federal laws of GAAP. You claim that the one who funded the loan is to be repaid the money. The bookkeeping entries prove that I funded the alleged loan and you never gave any money to purchase the promissory note from me. The bookkeeping entries prove the economics are similar to stealing, counterfeiting and swindling and I want you to tell me if this was the intent of the alleged loan agreement and if you refuse to answer and reveal the true terms and conditions of the alleged loan agreement.

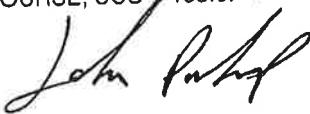
All past payments are considered to be extortion payments and are not in any way considered as validation of any alleged debt owed. You told me that if I do not pay the payments, that you would use legal means to collect. I am trying to resolve this matter by notices before filing court action.

All I have asked you to do is answer specific questions regarding the terms and conditions of what you claim is a loan, whether the promissory note was used to fund a check or similar instrument, and if you followed GAAP. This would tell me if the terms and conditions of the

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) réserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

This is a legal permanent fixture and part of every page of this CLAIM PETITION in this Court of Record in Exclusive Common Law of England that shall be read and considered in every COURT pursuant to all Laws. NON-ASSUMPTIVE. WITHOUT RE COURSE, UCC 1-103.6.

BY:



5-19

alleged loan have the economics similar to stealing, counterfeiting and swindling. So far, you have refused to claim that you followed federal law following GAA P and you have refused to deny that the economics are similar to stealing, counterfeiting and swindling.

To be a holder in due course you must perform the following 3 deeds:

- 1) purchase the promissory note from the borrower,
- 2) take the promissory note in good faith using honesty, absence of malice and the absence of design to defraud or to seek an unconscionable advantage (See Black's Law Dictionary for good faith), and
- 3) have no notice of any defenses against payment of other claims on the promissory note.

The alleged lender never paid one cent of consideration to purchase the promissory note from the alleged borrower, GAAP was violated, and material facts of the alleged agreement were concealed concerning the economics similar to stealing, counterfeiting and swindling. You are not a holder in due course and I demand that you return the stolen promissory note or answer all of my questions to reveal the true terms and conditions of the alleged loan. If you refuse to answer, then it proves fraud in the factum, which is a real attack against the alleged holder in due course.

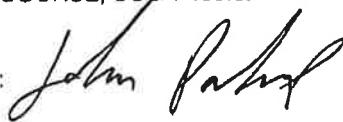
Sincerely,


John Prokop - trustee

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



Non-Negotiable

NOTICE FOR REQUEST OF CONFIRMATION (1)

OF TERMS AND CONDITIONS OF AGREEMENT

AND ADEQUATE ASSURANCE OF DUE PERFORMANCE

THAT MORTGAGE COMPANY DID NOT BREACH AGREEMENT

From: John Prokop, hereinafter "Borrower"

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

Certified mail # 7018 0680 0000 5122 1605

Date: Oct 12, 2022

Notice to the Principal is Notice to the Agent. Notice to the Agent is Notice to the Principal.

I, John Prokop, Borrower, hereby give notice to Alleged Lender for request of confirmation of terms and conditions of agreement and adequate assurance of due performance that Alleged Lender did not breach agreement.

Alleged Lender agreed to the following general terms and conditions of the alleged loan agreement:

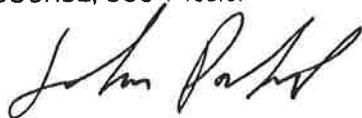
- 1) Alleged Lender must use their money or credit as adequate consideration to purchase the agreement from Borrower to repay the loan.
- 2) Alleged Lender involved in the alleged loan did not accept anything of value from Borrower that would be used to fund a check or similar instrument in approximately the amount of the alleged loan.
- 3) Alleged Lender must follow generally accepted accounting principles as required by CPA audit opinions.
- 4) The intent of the agreement is that the party who funded the loan is to be repaid the money.
- 5) All material facts are to be disclosed in the written agreement.
- 6) The card holder must repay the loan in the same specie of money or credit or thing of value the financial institution involved in the loan used to fund the loan check or similar instrument, thus ending all interest and liens.
- 7) The loan transaction does not create the economics similar to stealing, counterfeiting and swindling.

The agreement that I entered into has the above seven elements in it. According to the bookkeeping entries, Alleged Lender breached all seven basic elements of the alleged agreement and then Alleged Lender concealed material facts of the alleged agreement. I am demanding adequate assurance of due performance that the above seven elements are part of the alleged loan agreement or I demand that Alleged Lender return a zero loan balance. The proof that Alleged Lender breached the agreement is that both your assets and liabilities

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



increased, proving that Alleged Lender recorded a loan from Borrower to Alleged Lender and then returned the loaned money from Alleged Lender back to Borrower, falsely claiming the money returned to Borrower is a loan from Alleged Lender to Borrower. Alleged Lender did the opposite of what was advertised and agreed to and then concealed the fact that Alleged Lender accepted money or credit or thing of value from Borrower that funded a check or similar instrument in the amount of the alleged loan.

This notice will remain as fact of the elements of the alleged agreement and the breach of Alleged Lender unless Alleged Lender disputes this notice within 10 days.

Signed,
John Prokop-Trustee

A handwritten signature in black ink, appearing to read "John Prokop-Trustee", is written over a horizontal line.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



5-72



Google

Sign in



Track your package
Data provided by USPS

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Sear

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Tracking number 70180680000051221605

Delivered

October 14, 11:12AM

Brecksville, OH

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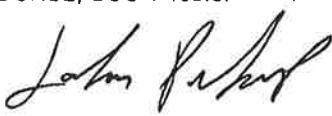
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WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



Exhibit

6-1

Non-Negotiable

NOTICE FOR REQUEST OF CONFIRMATION (2)

TERMS AND CONDITIONS OF AGREEMENT
AND ADEQUATE ASSURANCE OF DUE PERFORMANCE
THAT MORTGAGE COMPANY DID NOT BREACH OF AGREEMENT

From: John Prokop, hereinafter "Borrower"

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

Date: Oct 20, 2022

Notice to the Principal is Notice to the Agent. Notice to the Agent is Notice to the Principal.

Your response to my NOTICE FOR REQUEST OF CONFIRMATION OF TERMS AND CONDITIONS OF AGREEMENT AND ADEQUATE ASSURANCE OF DUE PERFORMANCE THAT THE MORTGAGE COMPANY DID NOT BREACH AGREEMENT, sent Oct. 12, 2022, [avers] that you do not agree to the seven elements of the alleged agreement as contained in my previous notice, a copy of which is enclosed.

It appears from your response that you agree that you know that you never lent me one cent of your money as adequate consideration to purchase what you claim is an agreement that I signed agreeing to repay a loan.

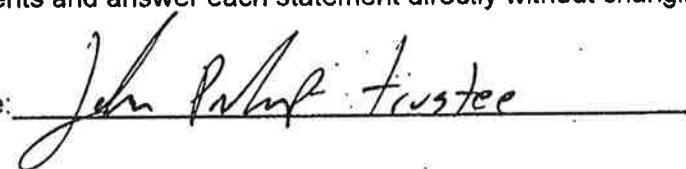
According to your response, you claim that I provided the money, money equivalent, credit, capital, funds, or thing of value, hereinafter called money, to fund the check that you claim was a loan to me. According to your response, you do not follow generally accepted accounting principles, thus agreeing that you committed a felony regarding SEC and securities fraud. According to your response, the economics of the alleged loan is similar to stealing, counterfeiting and swindling and the party who funded the loan is not to be repaid their money.

If you deny what I have said, then I demand that you show me your standard bookkeeping entries regarding your alleged loans in a response to me and prove me wrong. If you refuse to give me proof, then your refusal to admit if you agree or disagree to the seven elements of the alleged agreement and refusal to give bookkeeping entries proves concealment on your part.

I will only give you proof of my accusations when you confirm or deny the seven elements of the alleged agreement that I requested now and in the previous notice with a signed signature from your company. If you claim that there is an agreement, then explain if you agree or disagree with the seven elements and answer each statement directly without changing the subject.

Signed.

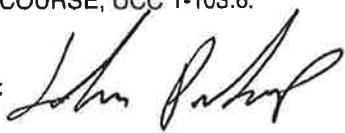
John Prokop-Trustee:


John Prokop-Trustee

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



6-2

Non-Negotiable

NOTICE FOR REQUEST OF CONFIRMATION (1)

OF TERMS AND CONDITIONS OF AGREEMENT AND ADEQUATE ASSURANCE OF DUE PERFORMANCE THAT MORTGAGE COMPANY DID NOT BREACH AGREEMENT

From: John Prokop, hereinafter "Borrower"

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

Certified mail # 7018 0680 0000 5122 1605

Date: Oct 12, 2022

Notice to the Principal is Notice to the Agent. Notice to the Agent is Notice to the Principal.

I, John Prokop, Borrower, hereby give notice to Alleged Lender for request of confirmation of terms and conditions of agreement and adequate assurance of due performance that Alleged Lender did not breach agreement.

Alleged Lender agreed to the following general terms and conditions of the alleged loan agreement:

- 1) Alleged Lender must use their money or credit as adequate consideration to purchase the agreement from Borrower to repay the loan.
- 2) Alleged Lender involved in the alleged loan did not accept anything of value from Borrower that would be used to fund a check or similar instrument in approximately the amount of the alleged loan.
- 3) Alleged Lender must follow generally accepted accounting principles as required by CPA audit opinions.
- 4) The intent of the agreement is that the party who funded the loan is to be repaid the money.
- 5) All material facts are to be disclosed in the written agreement.
- 6) The card holder must repay the loan in the same specie of money or credit or thing of value the financial institution involved in the loan used to fund the loan check or similar instrument, thus ending all interest and liens.
- 7) The loan transaction does not create the economics similar to stealing, counterfeiting and swindling.

The agreement that I entered into has the above seven elements in it. According to the bookkeeping entries, Alleged Lender breached all seven basic elements of the alleged agreement and then Alleged Lender concealed material facts of the alleged agreement. I am demanding adequate assurance of due performance that the above seven elements are part of the alleged loan agreement or I demand that Alleged Lender return a zero loan balance. The proof that Alleged Lender breached the agreement is that both your assets and liabilities

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



6-3

increased; proving that Alleged Lender recorded a loan from Borrower to Alleged Lender and then returned the loaned money from Alleged Lender back to Borrower, falsely claiming the money returned to Borrower is a loan from Alleged Lender to Borrower. Alleged Lender did the opposite of what was advertised and agreed to and then concealed the fact that Alleged Lender accepted money or credit or thing of value from Borrower that funded a check or similar instrument in the amount of the alleged loan.

This notice will remain as fact of the elements of the alleged agreement and the breach of Alleged Lender unless Alleged Lender disputes this notice within 10 days.

Signed,
John Prokop-Trustee

A handwritten signature in black ink, appearing to read "John Prokop - Trustee", is written over a horizontal line.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



6-4

Non-Negotiable

NOTICE OF BREACH OF AGREEMENT

From: John Prokop, hereinafter "Borrower"

To: CROSCOUNTRY MORTGAGE, hereinafter "Alleged Lender"

Date: Oct 20, 2022

Notice to the Principal is Notice to the Agent. Notice to the Agent is Notice to the Principal.

Our records show a completely different loan agreement than what you claim is the agreement. The loan agreement that I understand was agreed to had the following terms and conditions.

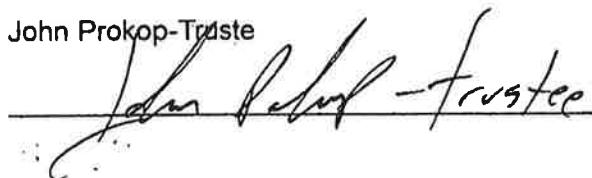
- 1) The original lender or financial institution involved in the alleged loan is to use their money, money equivalent, capital, funds or thing of value (hereinafter called money), to purchase the promissory note—(loan papers) from the alleged borrower;
- 2) The alleged Lender or financial institution involved in the alleged loan was to receive no money from the Borrower that would be used to fund the alleged loan check or similar instrument;
- 3) The lender and financial institution involved in the alleged loan must follow generally accepted accounting principles, GAAP , as described in CPA audit opinions and the law;
- 4) The intent of the alleged loan agreement is that the party who provided the money to fund the alleged loan check or similar instrument is to be repaid the money;
- 5) All material facts are disclosed in the alleged loan agreement;
- 6) The Borrower must repay the loan using the same specie of money, money equivalent, funds, capital, credit or thing of value, hereinafter called money, that the financial institution, involved in the loan process, used to fund the loan check or similar instrument according to generally accepted accounting principles, thus ending all interest and liens.

It appears that you have violated all six elements of the alleged loan agreement and thus breached the agreement using false statements.

These six elements of the alleged loan agreement stand as the basic elements of the agreement unless you write back in ten days and state otherwise.

Signed.

John Prokop-Trustee



WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY: 

John



6-5

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<https://www.packagetrackr.com>

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Data provided by USPS

Tracking number 70180680000051221612

Delivered

October 19, 12:16PM

Brecksville, OH



View details on USPS



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Brecksville, OH 44141

OFFICIAL USE

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Postage			Postmark Here		
\$ 1.44			10/18/2022		
\$ 8.69			Del 10-19-22		
\$			Street and Apt. No., or PO Box No.		
\$			City, State, ZIP+4		

Sent To

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

duct: Priority Mail International

SENDER: COMPLETE THIS SECTION

■ Complete Items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Cross Country Mortgage
6850 [REDACTED] miller Rd.
Brecksville, OH 44141*

2. Article Number (Transfer from service label)
7018 0680 0000 5122 1612

9590 9402 2226 6193 3349 75

3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *EL* Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

els
 your packages qualify and

Domestic Return Receipt

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



John Pahad



7-1

Non-Negotiable

NOTICE and DEMAND FOR FULL DISCLOSURE

Date: Oct 27, 2022

From: John Prokop, hereinafter "Borrower"

2850 S Ridge Rd.
Perry, Ohio 44081

To: CROSCOUNTRY MORTGAGE, hereinafter "Lender"

ATTN : MORTGAGE LOAN DEPT .

R e : Loan Account #: 1462970540

hereinafter "Loan" ,

Notice to the Principal is Notice to the Agent and Notice to the Agent is Notice to the Principal.

It has come to the Borrower's attention, after checking the records for the Loan, that there appears to be a material omission in the Loan agreement concerning the deposit and disposition of the Borrower's promissory note during the execution of the Loan.

Pursuant to Federal and State laws and regulations (see attached), the Borrower is hereby giving the Lender Notice and Demand for Full Disclosure of the terms and execution of the Loan. Please mail to the Borrower, certified and verified copies, or schedule an opportunity for the Borrower or his CPA to make a physical inspection of the following documents within ten (10) days of the receipt of this Notice:

1. the original promissory note, front and back, associated with the Loan.
2. any along, front and back, affixed to the Borrower's promissory note for endorsements
3. all bookkeeping journal entries associated with the Loan.
4. the deed of trust associated with the Loan.
5. the insurance policy on Borrower's promissory note associated with the Loan.
6. the Call Reports for the period covering the Loan.
7. the deposit slip for the deposit of the Borrower's promissory note associated with the Loan.
8. the order authorizing the withdrawal of funds from Borrower's promissory note deposit account.
9. the account number from which the money came to fund the check given to the Borrower.
10. verification that Borrower's promissory note was a free gift to the Lender from the Borrower.
11. the name and address of the current holder of the Borrower's promissory note.
12. the name and address of the Lender's CPA and Auditor for the period covering the Loan execution.

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

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BY:



By:



This is the Borrower's good faith attempt to clear up any confusion in this matter before taking any further actions. Failure to respond within seven (7) days of receipt will be deemed a dishonor of this Notice and Demand for Full Disclosure.

Sincerely,
John Prokop-Trustee



1636
1622 5122 0000 0000 0018 0090 7018

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Extra Services & Fees (check box, add fee to postage) <input type="checkbox"/> Return Receipt (handcopy) \$ 0.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00	
Postage \$ 1.44	
Total Postage and Fees \$ 5.44	
0721 20 Postmark Here 10/25/2022	
Sent To Cross country mortgage Street and Apt. No., or PO Box No. 6850 Miller Rd Brockville, Ontario K2B 1L4 City, State, ZIP+4	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

This is a legal permanent fixture and part of every page of this CLAIM PETITION in this Court of Record in Exclusive Common Law of England that shall be read and considered in every COURT pursuant to all Laws. NON-ASSUMPTIVE, WITHOUT RE COURSE, UCC 1-103.6.

BY:





CROSSCOUNTRY
MORTGAGE

Case: 1:22-cv-02153 Doc #: 1 Filed: 11/30/22 133 of 142 PageID #: 133

1 Corporate Drive
Suite 600
Lake Zurich, IL 60047-0745

Statement Date: 08/24/2022
2850 S. RIDGE ROAD
PERRY OH 44081
SX4396500H

+ 0677179 000005592 09C8S3 00935897
JESSICA M AMATO
2850 S. RIDGE ROAD
PERRY, OH 44081

8-1

Account Information

Outstanding Principal Balance	\$278,847.07
Current Escrow Account Balance	\$1,979.90
Maturity Date	April 2050
Interest Rate	3.125%
Prepayment Penalty	No

Contact Us

1-877-538-8790

Explanation of Amount Due

Principal	\$531.84
Interest	\$725.64
Escrow (for Taxes and Insurance)	\$676.81
Regular Monthly Payment	\$1,934.29
Fees Charged Since Last Statement	\$0.00
Total Fees Charged	\$0.00
Overdue Payment	\$0.00
Total Amount Due	\$1,934.29

Housing Counselor Information: If you would like counseling or assistance, you can contact the following: US Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

Transaction Activity (7/30/2022 to 08/24/2022)

Date	Description	Charges	Payments	Escrow Activity
08/02	Distr. of MIP/PMI	\$0.00	\$0.00	\$-193.84
08/24	Payment - Thank you	\$0.00	\$1,860.06	\$0.00

Past Payments Breakdown

Description	Paid Last Period	Paid Year to Date
Principal	\$530.46	\$4,205.27
Interest	\$727.02	\$5,654.57
Escrow (Taxes and Insurance)	\$602.58	\$4,820.64
Fees	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
Total	\$1,860.06	\$14,880.48

IMPORTANT MESSAGES:

* Partial payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. For a list of HUD approved Housing Counseling Agencies, go to www.hud.gov or call HUD toll free at 1-800-569-4287.

NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED AND NOT REAFFIRMED: TO THE EXTENT YOUR ORIGINAL OBLIGATION WAS DISCHARGED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY UNDER TITLE 11 OF THE UNITED STATES CODE, THE INFORMATION IN THIS MORTGAGE STATEMENT IS FOR REGULATORY COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION. HOWEVER, CREDITOR RETAINS RIGHTS UNDER ITS SECURITY INSTRUMENT, INCLUDING THE RIGHT TO FORECLOSE ITS LIEN.

PLEASE SEE REVERSE FOR ADDITIONAL IMPORTANT NOTIFICATIONS.

Please note: If you have enrolled in our automatic payment service, your payment will process as scheduled pursuant to the terms of your signed Authorization Form. This statement is provided for informational purposes pursuant to regulatory requirements established by the CFPB.

JESSICA M AMATO
2850 S. RIDGE ROAD
PERRY, OH 44081 -

PAYMENT COUPON

Return This Portion
With Your Payment

 **CROSSCOUNTRY**
MORTGAGE™

Loan Number: 1462970540
Next Payment Due: 10/01/2022

Amount Due

Due By 10/01/2022: \$1,934.29

If payment is received after 10/16/2022, a \$50.30 late fee will be charged.

Please designate how you want us to apply any additional funds.

Additional Principal \$

Additional Escrow \$

Total Amount Enclosed \$



CHECK HERE IF YOUR ADDRESS INFORMATION HAS
CHANGED AND COMPLETE FORM ON REVERSE SIDE.

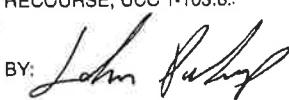
CrossCountry Mortgage, LLC
P.O. Box 371306
Pittsburgh PA 15250-7306

Make Check Payable To:
CrossCountry Mortgage, LLC

146297054001984590193429111001226

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BY: 

INFORMATION

Put in the envelope provided. Do not delay payments while waiting for additional money order and mail to the Payment Processing Center listed on the front of

our mortgage payment from your checking or statement savings account at no 3790.

payment to arrive no later than the specified due date. Payments received after period.

due shown on the coupon. If you wish to make additional payments to your loan. If you do not specify, any additional funds will be applied to your principal

Only certified funds in the form of a Certified Cashier's Check or Wire will be not be accepted through bill payment services, websites, ACH drafts, or by 877-538-8790 or fax the request to 1-847-574-7659. Interest and any applicable ate in the Payoff Statement.

dicted by applicable law, a fee may apply for this service in the amount of \$9.50 nitive. Payments can be submitted by mail or online for no additional fee, and ment or obtain information about free payment options, please contact us at

ment to our correspondence address. Be sure to include your loan number and Requests for Information must be sent only to the address indicated

Correspondence

Mall Stop 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Customer Service Department

1-877-538-8790
TDD: 1-866-352-3684
Fax: 1-847-574-7659
Monday - Friday
8:00 am - 8:00 pm CST

Payoff/Oversight Payments

Mall Stop 1270
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Telephone / Fax Numbers and Hours

Collection Department
1-877-538-8791
TDD: 1-866-352-7564
Monday - Friday
9:00 am - 6:00 pm CST

RESPA Notice of Error/ Request for Information

Attention: Mail Stop NOE 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Website Address

www.CrossCountryMortgage.com

Hazard Insurance Reminders: It is your responsibility to maintain proper and sufficient hazard insurance coverage. Hazard Insurance includes Fire and Extended Coverage, and where required, Flood Insurance. To protect our mutual interest in the mortgaged property, we will require evidence of proper insurance. Absent this evidence, we are required to force place coverage (not including your equity) on your behalf and charge your mortgage account. You will be given prior notice before coverage is placed. Periodically, please consult your insurance agent to ensure that your policy adequately meets your needs. Please forward all insurance policies and bills that you receive to Hazard Insurance Department, PO Box 961292, Fort Worth, TX 76161-0292 or fax to 855-640-4865.

Property Tax Reminders: It is your responsibility to file for any tax exemptions. Should you receive a delinquent, adjusted or corrected tax bill, please forward it directly to Tax Department, Mail Stop 1170, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945. Supplemental bills are often issued in addition to yearly real estate tax bills and are your responsibility. They are not collected through an escrow account.

Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe any information we have reported or may report to a credit bureau about your loan is inaccurate, please notify us at the following address: Credit Information Department, Attention: Mail Stop NOE 1290, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945.

ADDITIONAL NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED: THIS MORTGAGE STATEMENT INCLUDES INFORMATION REQUIRED UNDER THE CONSUMER FINANCIAL PROTECTION BUREAU REGULATIONS. IF THE FIRST NOTICE OR FILING HAS BEEN MADE, THIS IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR THE DISCHARGED OBLIGATION BUT INSTEAD REFLECTS THE CREDITOR'S RIGHTS TO ENFORCE THE SECURITY INTEREST IN THE PROPERTY. **LATE CHARGES:** LATE CHARGES DO NOT APPLY TO DISCHARGED OBLIGATIONS AND WILL NOT BE COLLECTED FROM DEBTORS WITH OBLIGATIONS THAT ARE SUBJECT TO AN AUTOMATIC STAY UNDER TITLE 11 OF THE UNITED STATES CODE.



CHANGE OF ADDRESS OR PHONE NUMBER

Address Change

Phone Number Change

Loan Number

Date

Borrower's Name

Co-Borrower's Name

Street Address

City/State/Zip

() Home Phone

() Business Phone

Borrower's Signature

Co-Borrower's Signature

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BY: 

INFORMATION

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Correspondence

Mall Stop 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Payoff/Oversight Payments

Mall Stop 1270
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

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TDD: 1-866-352-3684
Fax: 1-847-574-7659
Monday - Friday
8:00 am - 8:00 pm CST

Telephone / Fax Numbers and Hours

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CHANGE OF ADDRESS OR PHONE NUMBER

Address Change

Phone Number Change

Loan Number _____

Date _____

Borrower's Name _____

Co-Borrower's Name _____

Street Address _____

City/State/Zip _____

() Home Phone _____

() Business Phone _____

Borrower's Signature _____

Co-Borrower's Signature _____

Exhibit

9



September 29, 2022

Jessica M Amato
2850 S. Ridge Road
Perry OH 44081

RE: Loan Number: 1462970540

Dear Jessica M Amato:

Thank you for the opportunity to respond to the correspondence you submitted to us on September 26, 2022. Your letter stated that the above referenced loan number is invalidated and errant. We have reviewed this situation and our response is indicated below.

Please know that your correspondence is not sufficient proof of payment; you are still liable to continue to make your monthly payments until we receive payment in full for your loan. You are required to make your monthly payments as agreed in the Note and Terms of Agreements in your closing documents. Failure to continue to make payments will result in adverse credit reporting, the accumulation of late fees and potential Foreclosure action.

We have fully investigated the issue raised in your letter, and have determined that no action was required to address this issue at this time, as we have previously sent the requested loan documentation in a prior response. Additionally, you did not provide sufficient information for us to investigate the dispute. We need to know the specific information you are disputing and an explanation of the basis for your dispute. Please submit the following documentation so that we may further investigate your dispute:

1. a complete copy of your credit report which specifies any information you are disputing, and
2. any other written documentation which substantiates your dispute, such as a copy of your bank statement showing an ACH payment, or copies of the front and back of cancelled checks for the account and dates in question.

You may submit this information by mail, fax, or email to one of the following. Please include your loan number on all correspondence.

Mail Stop 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945
Fax Number: 1-847-574-7654
Email: customerservice@yourmortgageonline.com

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BY:



**FAITH ANDREWS
CLERK OF COURTS
LAKE COUNTY COMMON PLEAS COURT**

ATTENTION ALL PARTIES TO THE CASE

Whether you are represented by an Attorney or representing yourself in this legal action, LAKE COUNTY LOCAL COURT RULES require that all participants familiarize themselves with, and follow the requirements of each court.

Pre-trial Orders and Procedures are available on our website at

www.lakecountyohio.gov/coc

Select Forms and Downloads

Scroll to Pre-trial Orders/ Orders of Procedure

Select the appropriate pre-trial order/procedure for YOUR Respective case and Judge.

If you are unable to access or unclear as to which pre-trial Order/procedure applies to you, contact the Office of the Clerk of Courts, New Case Department (440.350.2657) during normal business hours and a copy will be immediately mailed to you.

FAITH ANDREWS, CLERK OF COURTS

EXHIBIT B

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

JOHN PROKOP,) CASE NO.: 22CV001431
vs.)
Plaintiff,)
vs.) JUDGE: JOHN P. O'DONNELL
CROSSCOUNTRY MORTGAGE, LLC,)
Defendant.)
)
)

DEFENDANTS NOTICE OF REMOVAL

Now comes Defendant, CrossCountry Mortgage, LLC, by and through undersigned counsel and pursuant to 28 U.S.C. § 1441, and §1446, files with the Clerk of Courts a copy of its Notice of Removal, attached hereto as **Exhibit A**, which was filed in the United States District Court for the Northern District of Ohio, Eastern Division, on the 30th day of November 2022.

Respectfully submitted,

SUTTER O'CONNELL

/s/Kevin W. Kita

Kevin W. Kita (0088029)
1301 East 9th Street
3600 Erieview Tower
Cleveland, Ohio 44114
Phone: (216) 928-2200
Fax: (216) 928-4400
Email: kkita@sutter-law.com

*Counsel for Defendant CrossCountry Mortgage,
LLC*

CERTIFICATE OF SERVICE

I hereby certify that, on November 30th, 2022, a copy of the foregoing *Notice of Removal* was filed electronically, and a copy is being served upon the following Plaintiff by regular United States mail, postage prepaid:

John Prokop
2850 S. Ridge Road
Perry, OH 44081
Pro Per Plaintiff

/s/Kevin W. Kita
Kevin W. Kita (0088029)